

BID NO.: SS1246-3/22

**OPENING: 2:00 P.M.
WEDNESDAY
December 27, 2002**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE

**ELEVATOR MAINTENANCE SERVICES FOR MONTGOMERY AND
ARMOR EQUIPMENT FOR A ONE (1) YEAR PERIOD WITH COUNTY
OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	SEE SECTION 2.0; PARA.. 2.14
EQUIPMENT LIST:	N/A
INDEMNIFICATION/INSURANCE:	SEE SECTION 2.0; PARA. 2.11
LIVING WAGE	SEE SECTION 1.0; PARA. 1.2 B 16
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2.0; PARA. 2.3
RACE-CONSCIOUSNESS MEASURE:	N/A
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	SEE SECTION 2.0; PARA. 2.56
SITE VISIT/AFFIDAVIT:	N/A
SURCHARGE FEE:	N/A
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

Jose A. Sanchez, CPPB (305) 375-4265

IMPORTANT NOTICE TO BIDDERS

**THIS BID CONTAINS PREFERENCES FOR SECTION 3 BUSINESS MIAMI-DADE HOUSING
AGENCY (MDHA) ONLY**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE 102 OF SECTION 4.0, BID PROPOSAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: SS1246-3/22

**Title: Elevator Maintenance Services for Montgomery and Armor
Equipment**

Procurement Agent: Jose A. Sanchez, CPPB

Bids will be accepted until 2:00 p.m. on December 27, 2002

At the:

**Office of Elevator Engineer
Stephen P. Clark Center
111 N.W. 1st Street, 24th Floor, Suite 2410
Miami, Florida 33128**

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid proposal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID PROPOSAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 1 GENERAL TERMS AND CONDITION

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Proposal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 1, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Information Center at 111 N.W. 1st Street, Suite 112, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://www.co.miami-dade.fl.us/dpm>.

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application." Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1st Avenue, 28th Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://www.co.miami-dade.fl.us/dpm> or from the Vendor Information Center, located in the lobby of the Stephen P.

Clarke Center at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Cone of Silence.” Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Proposal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Proposal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be

made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid proposal signature page of the solicitation.

I.3. PREPARATION OF BIDS

A. The Bid proposal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.

B. The Bid proposal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder’s firm must sign the Bid proposal form. **FAILURE TO SIGN THE BID PROPOSAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid proposal marked “Alternate Bid”.

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

I.5. AWARD OF BID SOLICITATION

A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remain the same.

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

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F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

A. The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the successful Bidder(s) in writing of such extensions.

B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Bidder(s).

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this Bid Solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the low Bidder.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

In accordance with County Ordinance No. 01-21 (except where Federal or State law mandates to the contrary) preference will be given to a local business. Local shall mean the vendor has a valid occupational license issued by Miami-Dade County at least one year prior to Bid submittal.

1.11. PURCHASES BY OTHER PUBLIC OR NOT-FOR PROFIT ENTITIES

A. Purchases under the contract to be awarded may be made by other public, not-for-profit agencies or political subdivisions within the State of Florida. Such entities purchases shall be governed by the same terms and conditions stated herein and subject to a 2% user surcharge fee.

B. Each governmental, not-for-profit or quasi-governmental entity that uses this contract shall provide to the DPM a report of purchases made under this contract on a quarterly basis as outlined in the attached "Quarterly Agency Report" form.

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1.12. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.13. BID PROTEST

A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

C. For award recommendations greater than \$100,000 the following shall apply:

When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

D. For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.14. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.15. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.16. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

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1.17. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.18. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.19. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.20. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.21. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid or proposal for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.22. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.23. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate

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this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.24. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.25. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.27. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.28. PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.29. PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed

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conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

SECTION 2.0 SPECIAL CONDITIONS**ELEVATOR MAINTENANCE SERVICE****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this Invitation To Bid is to establish a contract for the purchase of Elevator Related Equipment Maintenance Services in conjunction with the needs of various Miami-Dade County Departments on an as needed when needed basis.

2.2 INTENTIONALLY OMITTED**2.3 INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, except as may be determined by exercising the option to renew, and or exercising the long-term option outlined in paragraphs 2.5 and 2.5a, respectively, and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL FIVE (5) YEAR PERIODS (With Annual Price Adjustments)

The prices for a one (1) year period from effective date shall be consistent with the provisions outlined in section 2.7 of these terms and conditions; at which time Miami-Dade County shall have the option to adjust prices, for an additional four (4) years on a year to year basis. At the anniversary of the first five (5) year period, the County reserves the option of renewing for four (4) additional five (5) year period, with price adjustments as herein specified. At time Miami-Dade County will consider adjustment to price based on:

1. Labor Component of the Contract Price based on the current Labor Rate published by the National Elevator Industry, Inc. (N.E.I.I.) for International Union of Elevator Constructors, Local #71, Miami, Florida.
2. Materials Components of the Contract Price is based on the Producer Price Index, Commodity Code #10; Metals and Metal Products.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the bidder. This prerogative may be exercised only

when such continuation is clearly in the best interest of the County.

In the event that the bidder declines the County's right to exercise the option period, the County will consider the successful bidder in default and affect its eligibility for future contracts.

NOTE: SHOULD THE COUNTY EXERCISE THE OPTION TO RENEW, IT SHALL BE ONLY FOR THOSE ITEMS ORIGINALLY AWARDED, AND THOSE ITEMS ADDED BY ADDENDA.

The County reserves the right, for any using agency to withdraw the entire agency from the contract, or any option to renew period, or extension period, at the anniversary (completion) of the first year or anniversary (completion) of any subsequent option to renew contract period. The withdrawal may be for any reason, including covering the equipment under a separate contract.

2.5a **LONG TERM CONTRACT DISCOUNT OPTION**

Miami-Dade County may entertain the option of a long-term contract, with discounts for the longer term offered by the successful bidder, as indicated on the bid proposal form. The term selected by the County and approved by the Board of County Commissioners, will be stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, Bids and Contracts Division. The maximum term shall not exceed 20 years. The County reserves the right to terminate the contract, prior to the full maturity date, within the normal terms and conditions of this agreement, as outlined in other parts of this bid specification, with the provision that the County will refund to the vendor the discounted amounts taken. In the case of milestones achieved (5, 10, 15 years), the County will refund to the contractor the unearned portion of the discount offered.

As an example, the milestones are in five year increments; if the contractor quotes a 2% discount for five years, 6% for 10 years, 9% for 15 years and 12% for 20 years, and the County chooses to retire the contract early after 16 years, and the county has taken the full 20 year discount with each payment, then the County under this clause would be obligated to pay the 3% differential (12% minus 9%) back to the contractor, for each of the sixteen years.

2.6 **METHOD OF AWARD: To Low Bidder In The Aggregate**

Award of this contract will be made to the responsive, responsible bidder who bids on all items and whose bid offers the lowest price when all items are added in the aggregate. If bidder fails to bid on all items its bid shall be declared non-responsive. The County will award the total contract to a single bidder.

Note: Contracting preferences will be given to pre-certified Section 3 business concerns for MDHA projects only who submit Document 00200-B, Section 3 Business Preference Claim Form" at bid opening, Appendix "B" and Attachment 3).

Questions regarding Section 3 contract requirements may be faxed to Margaret Hall or Kimberly Green, Office of Compliance at 305/643-1773.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract, subject to price adjustment provisions as specified in paragraph 2.5.

2.8 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its proposal it is advisable that the bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the drawings and specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment and for any additional information required regarding the specifications and requirements of this bid contact Michael Chavez at 305/375-3912 for appointment.

2.9 INTENTIONALLY OMITTED

2.10 INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE - (18) ELEVATOR SERVICE & MAINTENANCE CONTRACT

The vendor shall indemnify and hold harmless the Miami-Dade County and its officers, employees, agents and instrumentality's from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentality's may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality is as herein provided.

The vendor shall furnish to Bid Section, Miami-Dade County, c/o Procurement Management Division, 111 NW Sit Street, Suite 2350, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440
- B. Public Liability Insurance on a comprehensive basis including contractual liability, products and completed operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notices to the certificate holder.

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY

In accordance with the Code of Miami Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture who shall bid or proffer a bid shall, at the time of such bid or proffer of bid, hold a valid Registration for Elevator Maintenance Services work issued by the State of Florida Bureau of Elevator Safety, qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this Bid Solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal; provided, however, that the County may at its option and in its best interest allow the Bidder to supply the to the County during the bid evaluation period.

2.15 **METHOD OF PAYMENT: MONTHLY INVOICES AND ITEMIZED INVOICES FOR EMERGENCY WORK AND ADDITIONAL WORK**

The successful Bidder(s) shall submit monthly invoices which reflects appropriate purchase order number and work location by the tenth (10) calendar day of each month. These invoices shall be submitted to the County using department(s) that requested the service through a purchase order. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month. In addition, the successful Bidder shall submit a separate invoice to the County department that has requested emergency service not specified in the contract. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency service. The invoice for emergency service shall itemize all costs of labor and materials, in addition to a full description of the work performed.

Failure to comply with the above requirement will result in return of invoices, delay of payment and/or compensation. The County may levy a 10% surcharge of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice.

2.16 **SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the various Miami-Dade County Departments.

2.17 **DELIVERY LOCATIONS AND HOURS SPECIFIED**

The Bidder shall deliver items to the following County facilities during the prescribed hours: 8:00 AM to 5:00 PM.

2.18 **BACK ORDERS SHALL NOT BE ALLOWED**

The County shall not accept any back orders of deliveries from the bidder. Accordingly, the bidder is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored. In the event that the bidder fails to deliver the goods within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the bidder for any re-procurement costs.

2.19 **WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE**

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is

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under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within () calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within () calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS:

For any additional information regarding the specifications and requirements of this contract, contact: Mr. Jose A. Sanchez, CPPB at 305/375-4265.

2.21 INTENTIONALLY OMITTED

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2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY:

The products shall be maintained and delivered to the County in excellent condition. If a product does not meet specifications, it will be returned to the bidder as exchange for suitable merchandise or for full credit at no additional cost to the County.

2.23 ACCIDENT PREVENTION AND BARRICADES:

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for it. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Note: Any Violation of required safety standards including failure to barricade will result in the following sanctions imposed by the Contract Administrator:

1st. Offense: Warning to company and removal of responsible employee from County Facilities.

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2nd. Offense: Up to \$10,000.00 fine imposed on company and removal of responsible employee from County facilities.

3rd. Offense: Cancellation of contract or a fine up to equivalent to double the annual contract amount.

2.24 **ACCIDENT PREVENTION AND REGULATIONS AT THE AVIATION DEPARTMENT**

All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Bidders shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Bidder's personnel will be required to obtain Aviation Department identification cards prior to commencing work and will be subject to extensive background check prior to issuance of the card. The employer will be required to issue a written request for each employee.

MDAD IDENTIFICATION BADGES - AIRPORT OPERATIONS AREA SECURITY

1. No Contractor or his employees shall commence any work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Landside Operations.
2. All Supervisors or Foremen shall secure a Photo Identification Badge and all other workers shall secure a Non-Photo Identification Badge.
3. A Supervisor or Foremen with a Photo-Identification shall be present on the job site at all times during the work.
4. All badges shall be worn on outer garments so as to be clearly visible.
5. All badges shall be returned to Landside Operations upon completion of the project.

A.O.A. SECURITY TRAINING

Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training provided by MDAD Operations Division. SIDA training is regularly provided by MDAD Landside Operations Division.

2.25 **ESCORTS AT AIRCRAFT OPERATING AREA**

When performing work at the MDAD, the successful bidder shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the contractor's access gate and then will be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the bidder's equipment at each location. Upon completion of the work, the bidder shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating

area.

Any violations of this section by the bidder shall result in immediate cancellation of this Contract.

- A. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Drivers License or other State License authorized to drive in the State of Florida.
- B. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
- C. A driver with a Non-Photo I.D. Badge issued by Landside, must secure an AOA escort before being allowed to drive on the ramp.
- D. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of driver's license.

CONTRACTOR RAMP PERMITS

- A. No vehicle will be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
- B. The vehicle shall be clearly marked with the Company name and logo.
- C. The vehicle may only enter the AOA through designated DCAD Guard Gates.
- D. The vehicle shall have automobile liability insurance in the amount specified in Section 2 of these Specifications. Proof of such insurance shall be provided to DCAD Airside Operations Division upon request.
- E. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate; such vehicles shall not be permitted to operate within the AOA without DCAD Escort to be provided by DCAD's Operations Division. To obtain an Escort, the Contractor shall notify DCAD Airside Operations Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the Company name to ensure positive identification while on the AOA.

AOA – RIGHT OF SEARCH

It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the AOA of the Airport.

The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The

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Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent To Search form acceptable to the Department. Persons not executing such Consent To Search form shall not be employed by the Contractor for any project.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and is intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

2.26 BACKGROUND CHECK:

The bidders are advised that the County may require all employees to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the bidder or contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the bidder or contractor.

Employees of the bidders or contractor, who have been arrested, charged or have injunctions or pending cases against them, are not permitted in any Courthouse, State Attorney office, Police Station or other such sensitive location, as an unescorted representative of the bidder or contractor, whether they have been previously cleared or not.

2.27 ACCIDENT PREVENTION AND REGULATIONS AT THE SEAPORT DEPARTMENT

All operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the Bidder unless express permission is given to the Bidder by the Seaport Engineer. The Bidder shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for and, minimum hindrance to, port operations. All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or

potential hazard to traffic and facilities. Materials stored at the Seaport by the Bidder shall be serviced in a manner that minimizes any obstruction to water and ground traffic. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The Bidder shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the Bidder, working in conjunction with the Engineer and the Dade County Seaport Department Maintenance Staff, shall endeavor to locate any possible utility conflicts. Should the Bidder damage any Seaport utility through negligence, it shall promptly repair the damage at its own expense.

2.28 ADDITIONAL FACILITIES MAY BE ADDED:

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. Successful bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the County and a separate purchase order shall be issued by the County. Notwithstanding, the successful bidder does not have an exclusive right to these additional sites. The County may determine to obtain price quotes for the additional facilities from other bidders in the event the County does not find the price quotes comparable.

2.29 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.30 CLEAN-UP:

All unusable materials and debris shall be removed from the premises. At completion, the successful bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department Project Manager.

2.31 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL DOLLARS

Since the goods, services, and/or equipment that will be acquired under this bid solicitation will be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this bid by reference.

2.32 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.33 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER: (Applies to Modernization Work Only)

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's Project Administrator. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder on default, obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

2.34 DELETION OF FACILITIES:

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written notice to the successful bidder.

2.35 EMERGENCY SERVICE:

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.) Emergency Service response time shall be within one (1) hour after notification by the County. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

2.36 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE (Applies to Modernization Work Only)

The equipment being offered by the Bidder shall be the most recent model available. Any optional components, which are required in accordance with the Bid Specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all

applicable O.S.H.A., State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current S.A.E. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.37 **FURNISH AND INSTALL REQUIREMENTS**

These specifications describe the various functions and classes of work required as necessary for the completion of the project. Any technical omissions of functions or classes within the sections of these specifications shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

2.38 **FURNISH AND SET IN PLACE REQUIREMENTS**

The successful bidder shall be required to furnish the materials or products identified in these bid specifications as well as to set in place or install materials or products at the facility designated by the County. The successful bidder shall also be required to provide adequate training to County personnel on the appropriate use of the materials or products if necessary.

2.39 **HOURLY RATE**

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this Bid, it will be covered under a separate item in the special clauses.

2.40 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER:**

Unless otherwise provided in Section 3 of this Solicitation entitled "Technical Specifications", the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.41 **LICENSES FOR TRADES:**

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the above mentioned, prior to being awarded a contract by the County. All journeymen supplied to perform services in/and for Miami-Dade County must be licensed by the Miami-Dade County Building and Zoning Department, and carry their certification card when supplying services to the

same.

2.42 **LICENSES, PERMITS AND FEES:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

2.43 **LOCAL OFFICE SHALL BE AVAILABLE:**

The Bidder shall maintain an office within the geographic boundaries of Miami-Dade or Broward Counties, Florida. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

2.44 **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:**

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or (2) require the Bidder to replace the materials at the Bidder's expense.

2.45 **MINIMUM WAGES BASED ON FEDERAL LAW**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the bidder for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work in Dade County Florida, as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division.

2.46 **PATENTS AND ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Bidder may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available,

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the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.47 **PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION
BASED ON PRICE QUOTES:**

While the County has listed all major items on the bid solicitation, which are utilized by County departments in conjunction with its operations, there may be ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

2.48 **RISK OF LOSS:**

The vendor assumes the risk of loss of damage to the County's property during possession by the vendor and until delivery and acceptance to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The successful bidder/vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action, which may arise out of the fulfillment of the Agreement. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments, which may issue thereon.

2.49 **SERVICE TO EQUIPMENT SHALL BE REQUIRED BY BIDDER (For
Modernization only)**

While this Solicitation is for the acquisition of equipment, the County requires Bidders to provide a fixed hourly labor rate and a cost plus mark-up charge for parts, materials and supplies that will be provided for a period of one year after installation and/or acceptance of the equipment. This service must be performed within a geographic area of Greater Miami-Dade County and/or at the Bidder's facilities in order to be considered. This offer shall be stated in the Bid Proposal Form. If this offer is not stated in the Bid Proposal, the Proposal shall be considered non-responsive and ineligible for award. The County reserves the right to accept or reject this offer. If the County accepts this offer it shall be understood that the Bidder agrees to enter into a contract for parts and repairs, which are required in conjunction with this equipment acquisition. This Contract shall be in effect for a period to be determined and may be renewable on an annual interval at the sole option of the County. The parts and labor prices offered by the Bidder during the first

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year may be adjusted in subsequent years on an annual basis based on. If the County rejects this offer it shall be understood and agreed that the County can obtain these parts and repairs from another source of supply. Notwithstanding the above, the County reserves the right to consider the value of labor and materials offered by the Bidder when determining the lowest responsive, responsible Bidder.

2.50 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:

IMPORTANT NOTE: THIS REQUIREMENT IS SEPARATE AND INDEPENDENT FROM BBE REQUIREMENTS AS MAY BE STATED IN PARAGRAPH 2.3

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County.

2.51 TOXIC SUBSTANCES/Federal "Right to Know" Regulations:

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, The successful Bidder(s) shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

Additionally, Bidder(s) may be requested to provide Material Safety Data Sheets to the Specification Specialist during the evaluation period.

Bidders should contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center
Circle West
Tallahassee, Florida 32301-5014
Telephone: 1-800-367-4378

2.52 **WAREHOUSE FACILITIES SHALL BE IN SOUTH FLORIDA:**

Bids will only be accepted from bidder(s), which have warehouse facilities located in South Florida, which shall be defined as Dade, Broward, Palm Beach and Monroe Counties.

The County reserves the right to perform an inspection of these warehouse facilities during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and function ability of the warehouse shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final.

2.53 **WORK ACCEPTANCE:**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.54 **WORK DAY DEFINED:**

The official workday shall start at 7:00 A.M. and end at 5:00 P.M. The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by Dade County, except as specified elsewhere.

2.55 **RECYCLING COMPLIANCE:**

Miami Dade County has adopted an affirmative procurement program requiring the use of waste reducing, recycled and recyclable products by County departments. The use of such products will reduce the quantity and toxicity of waste generated and will increase the overall demand for recycled and recyclable products.

This contract is in compliance with the County recycling policy by minimizing the volume of items, which are discarded and extending their useful life through proper maintenance, repair and restoration.

2.56 **PATENTS AND ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Bidder may, at its options and

expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.57 **CLAUSES REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION**

Note: This clause applies to Group IV: Miami-Dade Transit ONLY.

A. FEDERAL PROVISIONS

This Procurement is subject to a financial assistance contract between Miami Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Bidder (the term "Vendor, Bidder, Proposer, Contractor and Offeror" are used interchangeably) is required to agree to the following provisions:

B. No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Incorporation of Federal Transit Administration (FTA) Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests, which would cause MDC to be in violation of the FTA terms and conditions.

D. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1998) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Interest of Members of, or Delegates to, Congress:

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

F. Conflict of Interest:

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family; In compliance with the Federal Transit Administration (FTA). Circular 4220.1D, immediate family is defined as parents, wife, husband, children, brothers and sisters.
- c. His or her partner; or
- d. An organization, which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

G. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with

Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

H. Audit and Inspection of Records:

The Contractor agrees that MDC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MDC make final payments and all other pending matters are closed.

I. Employee Protections

The contractor agrees to comply, and assures the compliance, with any applicable employee protection requirements for non construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327-332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contract Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5

J. Energy Conservation:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

K. Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

L. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., Executive Order no. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note: FTA statutory requirements at 49 U.S.C. § 5324(b):

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Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR part 1500 et seq.; the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR part 771 and 49 CFR part 622, and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR part 1420 and 49 CFR part 623.

M. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

N. Clean Air

The contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

O. Bid Award Recommendation of \$25,000.00 or less (Miami-Dade Transit)

Bidders may submit a written protest to the Director of Miami-Dade Transit, 111 NW 1 Street, Suite 901, Miami, FL 33128, for any contract with a value of \$25,000.00 or less, with a copy to the Clerk of the Board, within 5 business days of the recommendation for award. No filing fee is required. The protest letter sent to the Director must indicate that a copy has been sent to the Clerk of the Board. The decision by the Director of Miami-Dade Transit shall be final.

P. Cargo Preference

The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date

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of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of Cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

Q. Buy America

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 U.S.C. 5323 (j) (1), Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations on 49 CFR Part 661. Section 165 (a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, iron and manufactured products used in the manufacture of the goods. **A Buy America Certificate, in the format attached hereto as Exhibit FED-BY1 or FED-BY2 must be completed and submitted with the bid. A bid, which does not include one of these certificates, shall be considered non-responsive.**

R. Fly America Requirements

The contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

S. Lobbying Certification and Disclosure Statements:

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) **(Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.**

T. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts)

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transaction" in **Exhibit FED-DB1. A bid, which does not include this certificate, may be considered non-responsive.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

U. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR parts 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy, as MDT deems appropriate. (49 CFR Part 26.13(b))

V. NONDISCRIMINATION (GENERAL)

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Metropolitan Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

W. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

X. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301.[d].) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

Y. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

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- (4) Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or.
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami Dade County to enter into such litigation to protect the interests of Miami Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Z. SMALL BUSINESS CONCERN

A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

aa. PROMPT PAYMENT

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retained payments to the subcontractor, including DBEs, within 30 days of the

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subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40)

bb. BIDDERS LIST FORM

As required by 49 CFR 26.11, each bidder, as a part of its bid, shall submit a completed Bidders List Form for itself and for each subcontractor or vendor it solicited as part of this proposal. A proposal, which does not include the Bidders List Form, may be found to be non-responsive.

EXHIBIT FED-DB-1

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTION)**

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS
CERTIFICATION AND EXPLANATION, IF ANY.
IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND
AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY
TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____ Signature of Participant's Authorized Official

_____ Name and Title of Participant's Authorized
Official

_____ Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATIONCertification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Date

Miami-Dade County

Bid No.: SS1246-3/22

EXHIBIT FED-BY1

BUY AMERICA

CERTIFICATE OF COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323 (j) (1), Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982 and regulation in 49 CFR 661.7.

Firm Name: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Miami-Dade County

Bid No.: SS1246-3/22

EXHIBIT FED-BY2

BUY AMERICA

CERTIFICATE OF NON-COMPLIANCE

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323 (j) (1), Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

Firm Name:

Date: _____

Signature:

Printed Name:

Title: _____

Miami-Dade County

Bid No.: SS1246-3/22

INFORMATION FOR MDT BIDDERS LIST

Bid Description: _____ Bid No.: _____ SIC: _____

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm, which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION.

Firm Name: _____ Fed. Employee ID Number: _____

Street: _____ Suite No.: _____

City: _____ State: _____ Zip Code: _____

Submitted as Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Firm Founded _____ Annual Gross Receipts of Firm \$ _____

Phone No. _____ FAX No. _____ Email _____

DBE INFORMATION

Certified in Dade County as DBE? Yes _____ No _____ If Yes, enter expiration date: ____/____/____.

Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
 Subcontinent Asian American Other _____

Gender? Male _____ Female _____ DBE Commitment by Prime: _____%

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature Name printed or typed Title Date

For MDT use only: Was the subject bid awarded to this prime? Yes _____ No _____

DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %

2.57 **MIAMI-DADE HOUSING AGENCY (MDHA) Section 3 Contracting Requirements
(also refer to Appendix “B”)**

This contract is a Section 3 covered activity (Miami-Dade Housing Agency only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very low-income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with the bid (see Appendix “B” and Attachment 1). An executed Plan document is the bidder’s certification that he or she will take the necessary marketing steps required, in connection with each MDHA project

Additionally, all bidders (Section 3 and non-Section 3) are required to execute and submit Document 00400 – “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”. Questions regarding Section 3 contract requirements may be faxed to Margaret Hall or Kimberly Green , Office of Compliance, Miami-Dade Housing Agency at (305) 643-1733.

**APPENDIX B: SECTION 3 OF THE HUD ACT OF 1968
(APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)**

I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used *only*, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

The term "Section 3 business" is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade 2002 Income Limits", page 2), or whose firms include 30% of these persons as full-time employees.

The term "new hires" is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term "Section 3 Resident" is defined as follows:

A Section 3 Resident is an individual who lives in Miami-Dade County and (a) is a resident of public housing; or (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2002 INCOME LIMITS								
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Very Low Income (50%)	16,850.00	19,300.00	21,700.00	24,100.00	26,050.00	27,950.00	29,900.00	31,800.00
Low-Income (80%)	27,000.00	30,850.00	34,700.00	38,550.00	41,650.00	44,750.00	47,800.00	50,900.00

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the “X” factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, “Section 3 Business Priority Rankings”, no. 6., page 2, if that bid:

is within the maximum total contract price established in MDHA’s budget, and is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

3. For information on how to become a MDHA-certified Section 3 business, *fax*, MDHA Office of Compliance, at **(305) 643-1773**.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, “Section 3 Business Preference Claim”** (Attachment 4) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, “Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)”, page 3, and Section VI “Section 3 Required Contractor and Subcontractor Post-Award Procedures (MDHA Projects Only)”, pages 3 and 4.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
 - PR#1:** 51% or more owned by MDHA public housing residents, or who’s full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
 - PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County.

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For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);

PR#3: 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);

PR#4: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very-low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix "B", and Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards. b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200, "Section 3 Business Preference Claim"* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)

1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents (**Category 1 residents**);
2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 residents**);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 3 residents**); or

4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (Category 4 residents).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* (page 5), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ATTACHMENT 1

DOCUMENT 00400

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name _____ Contact Name _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDHA) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135 (fax MDHA (305) 643-1773 to obtain a copy).

Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions (only if subcontracting is permitted) resulting from all MDHA Project Awards

1. Fax (305) 644-5113, MDHA Resident & Economic Development, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices" in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review Section 3 Clause).
6. Present Document 00401, "Section 3 Resident Preference Claim Form" to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete Document 00402, "Section 3 Resident or Employee Household Income Certification Form" (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDHA projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDHA as requested.
9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDHA bidder only, and will be distributed at each pre-construction meeting (fax MDHA (305) 643-1773 to obtain copies).

Contractor's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements)
Applicable only on Projects which permit Subcontracting)

Consultant will follow Plan's affirmative marketing steps for each MDHA award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide MDHA with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to MDHA when requested.

DOCUMENT REQUIRED WITH BID

**ATTACHMENT 1
DOCUMENT 00400**

1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to *MDHA Office of Compliance* (Compliance) for S-3 business application assistance.
2. Fax (305)-643-1773, *Compliance*, for current MDHA S-3 business lists and solicit to firms on these lists.
3. Contact *Department of Business Development* (DBD), (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to MDHA project awards.
5. Fax, send or deliver "*Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses*" form, to all prospective subconsultant firms solicited for each MDHA award.
6. Allow each subconsultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "*Letters of Intent*" forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with "*Certificate of Unavailability*" form.
7. Use the "*Outreach Documentation Form*" to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant's bid amount would make the project infeasible.
9. Submit the following evidence to MDHA when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include *Document 00430, "List of Subcontractors/Subconsultants"*, and, from consultant and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Subconsultant Certification"*.
10. For each MDHA project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted) (fax MDHA (305) 643-1773 to obtain copies).

Sign and Print Firm Official's Name and Title Submission Date

Page 2 of 2

Firm Name/Address

Firm Telephone and Fax Numbers:

DOCUMENT REQUIRED WITH BID

Miami-Dade County

Bid No.: SS1246-3/22

ATTACHMENT 2
DOCUMENT 00200-B
SECTION 3 BUSINESS PREFERENCE CLAIM

**OPTIONAL DOCUMENT (ONLY APPLICABLE TO BIDDERS PRE-CERTIFIED BY MDHA AS A
SECTION 3 BUSINESS WHO ARE CLAIMING A PREFERENCE)**

_____ (Initial) _____ (Firm Name) was certified by MDHA as a Section 3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.

_____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of Section 3 full-time employees to non-Section 3 employees continues to be at least 30% or higher.

_____ (Initial) Said firm has attached to this form a list of any new full-time or part time employees who were not employed by said firm when firm received its Section 3 Business Certification from MDHA.

_____ (Initial) Where applicable, said firm shall attach Forms C and D (from the Section 3 Business Application) or other applicable documentation to demonstrate whether any new employees who have been hired are Section 3 individuals.

BID NUMBER _____ BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

**DOCUMENT REQUIRED WITH ALL BIDS WHEN S-3 CERTIFIED CONTRACTOR
ELECTS TO CLAIM A S-3 BUSINESS PREFERENCE**

SECTION 3.0; TECHNICAL SPECIFICATION

ELEVATOR MAINTENANCE SERVICES

3.1 DEFINITIONS:

1. Call-Back Service is any service call or emergency call other than regular preventive maintenance calls.
2. Contract Administrator is the Elevator Engineer from General Services Administration (GSA) and is designated to coordinate and monitor efforts of the Contractor. The GSA contract administrator is responsible for managing the contract on behalf of Miami-Dade County and has full authority to enforce compliance with the terms, conditions, provisions and specifications of this contract in conjunction with the contracting officer.
3. Contractor or the successful bidder is the person or organization identified as such in the agreement to perform the specified work.
4. Contract Document consists of the agreement (acceptance of the proposal and issuance of a Purchase Order duly processed by the Department of Procurement Management and approved by the Board of County Commissioners, Miami-Dade County, Florida), the instructions to bidders, the general and special conditions of the contract, the technical specifications, the drawings, all addenda issued prior to the execution of the contract, and all modifications thereto.
5. Contracting Officer is the Director of the Department of Procurement Management and is authorized to exercise this agreement on behalf of Miami-Dade County, Florida.
6. Critical Elevators are high-speed elevators, and/or serve buildings with more than three floors, and/or have a high public traffic rate, and/or serve medical facilities. Critical elevators will be identified as such on the Bid Proposal.
7. Elevator Engineer is the representative from the General Services Administration, 200 NW 1st Street, Suite 206, Miami, Florida 33128, (305) 375-3912.
8. The term "Elevator Equipment" is used as a group designation of all equipment described in this specification, and refers to any and/or all of the "Equipment to be Maintained" and may include any or all of the following, but not limited to: Elevators, escalators, dumbwaiters, manlifts, conveyors, cranes, traveling sidewalks, people movers, merchandise movers, wheelchair lifts, etc., as are included in the ASME A17.1
9. Emergency is an unexpected situation or sudden occurrence involving the covered equipment of a serious nature that demands immediate action and response by the contractor.

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10. Major work shall generally be considered as that which must be performed by a specialized mechanic or team (mechanic & helper), i.e. repair or replacement of hoist ropes, drive motors, re-wiring of entire controllers, (not component re-wire) etc.
11. Minor work shall generally be considered as that which can be performed within approximately two hours or less, or by one mechanic (i.e. call backs, replacement of key switches, relays, trouble shooting, etc.) not requiring engineering and supervision.
12. Non-Critical Elevators: are low speed elevators serving buildings with no more than three floors, and/or which are not necessary for the regular operation of said buildings. Non-critical Elevators will be identified as such on the Bid Proposal.
13. Owner is Miami-Dade County, Florida.
14. Regular callback service consists of responding (within 1-hour) to requests from the County by telephone or other means during regular working hours of the elevator and/or escalator trade.
15. Project Manager is the Director of the using agency or their authorized representative.
16. Overtime callback service consists of responding (within 2-hours) to requests from the County by telephone or other means during other than regular working hours.

3.2 TECHNICAL INTENT:

It is the intention of Miami-Dade County to purchase services as specified herein from a source(s) of supply that will give prompt and professional service to achieve full designed life-cycle of the equipment covered by this contract. Any failure of the supplier/contractor to comply with these conditions may be cause for terminating any resulting contract or imposition of a substantial liquidated damages upon the contractor upon written notice by the County.

This work includes the furnishing of all materials, tools, equipment, labor, services, permits, and licenses necessary for the full maintenance and for the modernization of Elevators and/or other related equipment herein specified, for Miami-Dade County.

- A. The Contractor shall furnish full maintenance service, except where otherwise noted, for the described units of equipment in the Miami-Dade County owned or leased buildings as named and/or located by address. See Bid Proposal Form for list of equipment to be maintained and for locations.
- B. The purpose of this contract is to put into operation a continuing system of full maintenance to provide necessary, systematic, periodic service ,maintenance and repair for all of the elevator(s) and elevator related equipment listed.

3.3 PRE-MAINTENANCE INSPECTION:

As Miami-Dade County intends to supply this First Class Maintenance Service to the "Equipment to be Maintained" in order to maintain said equipment always in "as new a condition" as possible, the bidder shall include a proposal for the cost of repairs and/or upgrading that is required immediately to provide safe and proper operation of the equipment.

1. For this purpose the bidder shall make a field survey of the "Equipment to be Maintained" and produce with the Proposal an Itemized List and program of corrections and or repairs to bring the equipment to that safe and proper condition. The cost of these improvements will be submitted in a separate proposal with the bid documents at the time of bid opening. See Section 2.0; paragraph 2.3.

NOTE: This does not include the natural decay of material and equipment and acts of vandalism after the contract is awarded; but includes any act of vandalism and/or natural decay that is noted and/or observed at the time of the field survey for bidding.

3.4 COMPETENCY OF BIDDER:

- A. The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the bidder, if other than the original manufacturer, in order to qualify, in addition to the other requirements herein provided, shall prove prior to bid to the satisfaction of the Contract Administrator that the firm has actively and normally been engaged for at least the past ten (10) years in the maintenance, service, repair and replacement of materials and equipment in elevators and/or escalators of the same manufacture, capacity and control systems as those covered by this contract for those buildings having elevators doing continuous duty a minimum of ten hours a day and have four landings, or more. Failure of this equipment would jeopardize operations. In lieu of ten years, a minimum of five (5) years in business, the principals of the Bidder must submit evidence, acceptable to the County Contract Administrator, of formerly having been key management personnel or principal of another firm, with ten (10) years experience in the industry. (For Critical Equipment)

NOTE: Firms that have been in business for five (5) years may bid on buildings having three landings or less where failure of the equipment would not seriously jeopardize operations, (For Non-Critical Equipment).

- B. The Bidder shall show that they have available under their direct employment supervision the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications. Bidder shall submit with their bid a notarized statement attesting to the following: (See Form #2)
 1. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five (5) years as qualified in the above section.

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- a. The names and business address of the employees in the areas responsible for this contract, their functions in the company, title and number of years of service with the bidder's firm and years of experience in the maintenance of Elevators and/or Escalators.
- b. Each presently employed supervisor who will perform work under the contract shall have at the time of submission of bid a Certificate of Competency issued by Florida Department of Business Regulation, Division of Hotels and Restaurants, and shall renew it continuously. Each supervisor hired in the future will have such a certificate before performing work under the contract and shall renew it continuously.

(For Critical Equipment only)

- c. A minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, must be maintained as full-time employees of the company to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety. List Name & Business Address of individuals.
 - d. The present addresses, phone numbers and facsimile numbers of the main operating facilities of this organization, location of the engineering department and if any, the location of the research and development department.
 - e. Location and address, phone numbers and facsimile numbers of the facility that will serve this contract. This facility shall be conveniently located for proper response time to equipment being served, in accordance with paragraph 2.50.
 - f. List source of major replacement parts such as (but not limited to) rotating elements, worms and gears commutator bars, field coils, and armatures for drive machines. Indicate which of the above parts are available at your facilities and the approximate length of time it would take to obtain those, which are not.
2. That the Bidder's facilities are equipped with:
- a. Machine shop facilities containing a minimum of two lathes, drill press, power hacksaw, milling machine and a ten-ton hydraulic press. One of the lathes shall be capable of handling stock 18" X 60".
 - b. Turning tools capable of turning any hoisting machine and motor generator commutator.
 - c. Machine tools capable of turning main motor drive sheaves grooves on the machine.

- d. Testing facilities with reversing ammeters, reversing voltmeters, and power sources capable of supplying voltages from 0 to 600 volts AC or D.C. List any other testing equipment on hand for adequate testing and analysis in case of problems and for preventive maintenance.

In lieu of the above, the bidder may have replacement parts, which would make these machines and tools unnecessary. List referenced of para. 3.4 B, 1(d) is required. A "Parts Lending" program with manufacturer(s) of Original Equipment will be satisfactory. See Section 3.0 paragraph 3.16, subparagraph C.

3. That the local facility, which must be conveniently located for rapid response time (See Definitions for Response Time) to the equipment being served, has or is equipped with spare parts as herein after specified in Section 3.16. "Parts".
4. If group supervisory control or solid state or microprocessor control systems are included in the equipment covered by these specifications bidder must have at least five (5) years experience with identical Control systems and must provide with its bid a detailed written statement of such experience, including the name of company of building serviced, name of representative responsible for supervising the contract for such company or building and complete description of elevator characteristics. A letter of reference on said company or building letterhead shall be submitted with the bid.
5. That the bidder shall use only skilled, competent, trained and properly licensed elevator and/or escalator personnel having a minimum experience of three (3) years as an elevator and/or escalator mechanic in maintaining elevator and/or escalator systems identical to those in the specifications. (It is not necessary for all the required experience to have been acquired with the bidder's firm). The mechanic shall possess a current Certificate of Competency as an Elevator Technician, issued by the State of Florida, as required by Florida Statutes, Chapter 399. Helpers and apprentice mechanics may be used solely as an assistant, and only under the direct supervision of a mechanic.
6. Bidder's main operating facilities are to be equipped with a motor repair shop capable of rewinding field coils, brake coils and armatures for use in elevators and/or escalators similar to those included in the specification or bidder is to supply the name and address of a separate business or company, which they may subcontract with for this service. Spare parts may be supplied by a manufacturer "Parts Lending" program. See Parts Lending Program Section 3.0 Para. 3.17.

Communication: Field crews must be equipped with a personal paging system, a two-way radio, or a cellular telephone or other two-way communication device for immediate contact and/or dispatch.

Modernization Experience: This work may include the modernization of equipment at a later date. The bidder shall demonstrate to the satisfaction of the County that the

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bidder has sufficient engineering and technical experience with the modernization of this vintage and type of equipment, at the time such work is requested.

- a) List five (5) projects of a similar nature performed within the last ten (10) years.
- b) List the names, addresses and phone numbers of the principals/owners of the above.
- c) List the scope of work performed at each location.
- d) List the original name, manufacturers of equipment and vintage of equipment at each location.
- e) List whether the bidder still maintains the equipment.

3.5 INITIAL PRICE QUOTATIONS AND ADJUSTMENT OF CONTRACT AMOUNT:

The initial price quoted in the contract shall prevail (be maximum) for one year from effective date of contract, at which time Miami-Dade County reserves the right to consider the annual price adjustment due to increases or decreases in labor and material costs based on the following provisions.

The monthly contract amount of maintenance is broken down by two essential components, labor and material factors, both of which must, when added, equal the monthly amount. *As an example, Bid item XX is quoted at \$50 per month and \$600 per year. Under the labor component, \$40 is used as the portion of the monthly amount attributable to labor. Under the material component, \$10 is used as the portion of the monthly amount attributable to material.*

Since these components are essential to accurately determining future adjustment of the contract, spaces identified for labor and material components must be filled in properly with the initial bid. Any item not completed shall be a cause of rejection of that item, group or bid.

- A. Such adjustment to the Material Component of the contract price shall be increased or decreased by the percentage of change shown by the index of "Producer Price Index, Commodity Code #10, Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics, in accordance with the latest index.
- B. Adjustment to the Labor Component of the contract price shall be increased or decreased by the percentage of change in the straight time hourly labor cost of the month within which falls the anniversary of the commencement of the service, as compared with the straight-time hourly cost on the effective date of contract. Labor costs shall not exceed the actual straight hourly rate paid to mechanics and helpers, plus fringe benefits, as published by the National Elevator Industry, Inc. (N.E.I.I.) for International Union of Elevator Constructors Local #71, Miami, Florida.

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- C. The County, at its sole discretion, may consider adjustments to the Labor Component for each of the option periods based on whichever is less: (i) the percent change of the rate used in paragraph "B" above, at the time the County considers price adjustments, or (ii) five percent (5%) after the first year, four percent (4%) after the second year, and three percent (3%) for each subsequent year.
- D. Adjustments shall be submitted to Miami-Dade County, Department of Procurement Management, in the same format as Bid Form
- E. The Department of Procurement Management may provide the awarded vendor with price adjustments as stipulated on paragraph 2.5. Late submittals shall not be considered.

3.6 BIDS:

All bids must be based on conditions at the site and these specifications. Base-bid items are required and provided for in the Maintenance and Modernization Proposal Forms. Hourly cost for labor must be stated for regular and overtime rates to cover compensation for work not specified. All sections of the bid proposal forms must be completed.

3.7 SUBCONTRACTORS

- A. Nothing contained in these specifications shall be construed to create any contractual relationship between any sub-contractor and the County.
- B. The contractor shall be as fully responsible to the County for the acts and omissions of the sub-contractors and persons employed by them as they are for acts and omissions of persons directly employed the Contractor.

3.8 TERMINATION AND DEFAULT:

The importance of the elevators and/or escalators and moving walks and other related equipment covered by these specifications demands that they be maintained in satisfactory and safe operating condition in accordance with the requirements of the specifications and be kept capable of providing their original maximum capacity, speed and performance. Miami-Dade County reserves the right to make or order appropriate tests when advisable, to ascertain that the requirements of these conditions are being fulfilled.

Should it be found that the standards herein specified are not being satisfactorily maintained, Miami-Dade County may immediately demand in writing that the Contractor place the elevator and/or escalator equipment in condition to meet these requirements.

The contractor's failure to comply with such a demand within 48 hours will constitute a circumstance under which Miami-Dade County may terminate the contract.

3.9 CONTRACT ENFORCEMENT:

In order to assure that Miami-Dade County receives the quality and response necessary to insure the safety of the passengers of this equipment, and achieve the maximum designed life cycle of the covered equipment, the contract administrator may impose deductions as liquidated damages. These liquidated damages may be deducted from the monthly contract amount due, up to and including the full monthly contract price of this affected equipment, for failure to perform in accordance with the contract. The deduction may be based upon the following schedule:

Late Response	10% Per Occurrence
No Response	25% Per Occurrence, Per Day
Non Performance	10% Per Item
Shut Down due to Lack of parts	100% Per Diem/Unit

Note:

Inasmuch as it is the desire of the County to avoid such deductions, and to encourage the contractor's compliance with the contract, there will be a limit to the amount of times noncompliance with the contract will be tolerated. The contract administrator may double the amount of deduction after the third repeat offense thereafter within the same contract period.

Non-performance will be inclusive of, but not limited to, similar failure of equipment more than three (3) times for a total down time of five (5) hours for elevators and ten (10) hours for escalators excluding response time during a calendar year. Failure to take corrective actions on statutory inspection reports by the inspectors and sending mandatory compliance reports as stipulated in the "Elevator Inspection Report and Order Requiring Correction" construed to be non-performance.

Emergency Services:

The successful bidder shall provide twenty-four (24) hour service, seven (7) days a week emergency services to the County under this contract. During regular working hours (Monday through Friday 8:00 AM to 5:00 PM), emergency service response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

3.10 SUBMITTALS:

The Contractor to whom the award is made shall deliver to GSA, Facilities Management 15 days prior to commencement of the work, the following documents:

- A. Sample Maintenance checklist.
- B. Schedule of maintenance for each type of equipment and the estimated hours per week, per unit for inspections and preventive maintenance to be performed.

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Note: Wiring diagrams as may be required under Section 3.0 (Part 3.11, Para. N (See Specific Instructions)

C. Schedule of code required periodic tests for witness purposes. A schedule of major repairs and routine clean downs.

3.11 MINIMUM MAINTENANCE CHECK SCHEDULE:

This check schedule shall be pre-approved by the Elevator Engineer and in accordance with the manufacturer's recommendation to serve the purpose of its intent (in the best interest of Miami-Dade County) to perform Full Maintenance to achieve the full designed life cycle of the equipment, and to secure the safety of the users of the equipment and of the people around it.

This pre-approved check schedule will not relieve the contractor of its responsibility, liability and obligation to provide the above named safety and permanence of the equipment in working and/or serviceable condition.

This schedule shall be submitted with the proposal and may be in a printed card form. An electronic medium may be used for this purpose, in lieu of the printed format, provided that the County is equipped with the necessary access to the information, when and as often as needed, either in the form of internet access or software to read data, provided by the vendor on demand by the County, or left at each site in the form of data diskette.

NOTE: TO ESTABLISH A GUIDELINE, THE FOLLOWING EXAMINATION FREQUENCY AND LABOR ALLOWANCE SHALL BE OBSERVED, AS MINIMUMS REQUIRED (OR MORE FREQUENTLY AS RECOMMENDED BY MANUFACTURER), EXCEPT AS OTHERWISE NOTED.

PREVENTIVE MAINTENANCE FREQUENCY

<u>Station</u> <u>Type Equipment</u>	<u>Preventive</u> <u>Frequency</u>	<u>PM Frequency</u> <u>Aviation</u>	<u>PM Frequency</u> <u>Metrorail Line Station</u> <u>& Line Garages</u>
Hydraulic Elevators	Monthly	Weekly	Bi-Weekly
Geared Traction Elevators (bi-weekly means once every 2 weeks)	Bi-Weekly	Weekly	Weekly
Gearless Traction Elevators	Weekly	Weekly	Weekly
Dumbwaiters	Monthly	Weekly	Bi-Weekly
Escalators & Moving Walks	Weekly	Weekly	Weekly

MAINTENANCE AND REPAIR ALLOWANCE

<u>Minimum Labor Allowance (per unit)</u>	<u>Maintenance</u>	<u>Repair</u>
Hydraulic Elevators	1 man/hour per month	¾ man-hour per month
Gearless Traction Elevators	2 man/hour per month	2-man hour per month
Gearless Traction Elevators	4 man/hour per month	4-man hour per month
Escalators	3-man/hour per month	2-man hour per month
Moving Walks	3-man/hour per month	4-man hour per month

3.12 MAINTENANCE SERVICE:

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with minimum maintenance pre-approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render Full Maintenance Care and keep the elevator and/or escalator and/or moving walk and other elevator related equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts and replace it.
- B. The Contractor shall maintain all elevators, and/or escalators, and/or moving walks under this contract in first-class operating condition to comply with all requirements of the current American Standard Safety Code for Elevators and Escalators, A17.1, and ANSI/ASME, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME Standards and Inspector's manual shall be used as a guide to establish that equipment under this is operating safely. Contractor shall also maintain all the requirements of American with Disabilities Act (ADA) pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment, the contractor shall periodically perform tests to ascertain compliance with these levels.

Sound and Vibration Levels:

1. The operating elevator shall produce no noise louder than 55 decibels (dB) in public spaces adjacent to the elevator machinery or enclosure when measured three feet from the enclosure or elevator equipment. Steady state noise levels within the elevator car at every point five feet above the floor shall be not louder than 55 dB. Transient noises caused by elevator equipment operation, not including door operation, shall not be louder than 60 dB in public spaces adjacent

to the elevator enclosure or equipment when measured three feet from the source of that noise, using a fast meter response. The acoustic output level of the pumping unit shall not be louder than 86 dB, measured at the machine room door. The elevator door, when operating, shall produce noise not louder than 65 dB, when measured three feet from the elevator door and within the elevator car, using a fast response meter.

2. Escalators shall be maintained to operate at or below sixty-five (65) dB sound level, measured five (5) feet above the escalator at any location, with the escalator operating normally, either free-running or under load. For multiple escalator installation, the noise measurements shall be made with only one (1) escalator unit in operation, but with the entire installation complete and in operating condition. An ambient level not to exceed forty-nine (49) decibels shall be maintained prior to units being turned on.
 3. Vibration: Escalator shall be tested for vibration levels. A maximum velocity reading of four-tenths (0.4) of an inch per second shall not be exceeded. The metering device used to perform the test shall be a Bruel and Kjaer Model No. 2516 Integrating Vibration Meter or equal selected by Miami-Dade County. Readings shall be taken throughout the exposed travel of steps.
- D. When and as conditions warrant: the contractor shall clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and Newell bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step upthrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, combfinger(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.
- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighting devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed overspeed switches, direction switches, revolution counters, lights and light guards, steps and step assembly components, step

chains, step links, rollers, wheels, handrails, balustrades, combplates, combfingers, etc.

- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. To prevent build-up of lint and dirt, periodically (at least once per year): brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Renew wire ropes as often as deemed necessary to maintain an adequate factor of safety. Periodically the Contractor shall equalize the tension of all hoist ropes, and lubricate in accordance with wire rope manufacturer's recommendations.

Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ANSI A17.1 and A17.2.

- J. Periodically examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the current American Standard Safety Code for Elevators, Dumbwaiters and Escalators, ASME A17.1, and the Inspectors Manual A17.2, to include five (5) year full load and full speed tests. A written report must be retained and a copy forwarded to elevator engineer following the test. (see attached form)

Note: The contractor shall notify the Elevator Engineer phone (305) 375-3912, 48 hours in advance of regularly scheduled safety tests, including pressure tests and full load tests, of the time and place of the test. All periodic tests are required by ASME A17.1 and State law, to be witnessed by a Certified Elevator Inspector, which shall be coordinated by the contractor. Contractor waiting time on each site is limited to two (2) hours, exclusive of actual test, after which the contractor may petition the contract administrator for compensation. The Elevator Engineer or designated representative may or may not be present during the test at their discretion.

Conduct monthly tests of elevator portion of emergency power operation and firefighter service Phase I and II if so equipped. Maintain log of tests and results as specified in 3.14 C.

All required periodic tests and inspections, which are required by the ASME A17.1 and A17.2.1,2 and 3, shall be performed within the periods specified by the standard, by the elevator maintenance contractor, at no additional cost to the County

Sidestep/skirt index test required in ASME A17.1-2000 shall be required as a part of the contract when adopted by the Florida Elevator Code.

- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, clean, dry, free of oil and grease, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- L. Maintain the signal system, devices and fixtures and fixture cover plate (and finish of). Signal equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, voice annunciation systems, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers and gongs, etc. The Aviation Department provides and maintains a separate elevator phone system, for which the contractor's involvement is limited to traveling cable, hoistway riser cable and related on-car and controller connections.
- M. Maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, Lighting Fixtures (including ballast's), illumination light bulbs and tubes in the cab, (bulbs and tubes provided by the County), installed and maintained by vendor), key switches, emergency car lights and batteries and hoist way door unlocking devices. The contractor shall also periodically tighten, as needed, the fastening of the handrails of elevator cabs.
- N. The contractor shall furnish if not present, as-built wiring diagrams provided by the manufacturer. Two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job being bid and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number, appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible complete and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group. The vendor must show proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One is for the machine room and shall be glued on "masonite" boards or equal of the same size as the diagram and attached (removable) to machine room wall. The remaining set is for the elevator engineer's files. Both sets are to be submitted to elevator engineer for

affixation of County stamp, prior to installation. Vendors not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note 2 below.) In addition, the contractor shall notify the Project Manager of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be left in the machine room (and Elevator Engineer Files) at all times.

Note #1: These as-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note #2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: periodic inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris. Replace hoses, packing, seals, filters, etc., to maintain trouble free operation.
- Q. Any improvements that are in progress, at the start of this contract shall be completed by the new contractor. The contractor shall make technical improvements required by the manufacturer as a part of this maintenance contract at no additional cost to Dade County. These technical improvements shall include but shall not be limited to, replacement of aluminum escalator track with steel track. Improvements in progress shall be identified in Bid Proposal Form
- R. The elevator contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer manufactured by Delta Elevator Equipment Corp. Model #5049 or Elevator Performance Technologies, Inc. (EPTI) or equal approved by the Elevator Engineer) in order to be compatible with existing County owned software, a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, Dade County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data diskette and a full written report of actual conditions are to be submitted to the Miami-Dade County Elevator Engineer, and/or Project Manager.
- S. In the case of Critical Elevators, the contractor shall demonstrate by documentation to the Project Manager at the time of bid that they maintain the most current technical information from the manufacturer, on the maintenance, repair, adjustments and safe operation of the elevator outlined in the specifications. Such documentation shall be a written notarized agreement executed by duly authorized representative of the

manufacturer and contractor that an exchange of information required has been and will be provided for the duration of the term of this contract.

- T. All lubricants, chemicals and other industrial discard shall be disposed off as per standards and rules laid down by EPA, DERM or any other local, state or national authority/institution.
- U. Sump Pumps. If so identified on the bid, the Contractor shall provide for the full maintenance of Sump Pumps located in pits only, of escalator and elevators, to include inspection, testing, maintenance, repair and replacement of all parts of the pump, power cord, float switches and exposed piping. The Contractor shall not be responsible for buried or underground piping, and shall not be responsible for clogged drains, which are caused by non-man made obstructions, or remote pumping units.

3.13 ADDITIONAL WORK NOT SPECIFIED:

The County agrees to pay the Contractor at the current established purchase price for all materials and cost of regular and over time labor as may be needed for items of work described below, except as otherwise noted. Such work shall only be performed when authorized by the Project Manager;

- A. Maintenance of: cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. Note. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the contractor, such cost shall be borne by the contractor, at no cost to the County. The contractor shall be obligated to advise the County as soon as practicable, of any condition which may adversely affect the above equipment, the correction of which is not within the contractor's control
- B. Repair or replacement which is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the elevator and/or escalator equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.
- C. Parts and purchased goods used as a part of open order work (not including firm quotations) described in the above two paragraphs, shall be priced in accordance with the following:

Original equipment manufactured parts, or authorized replacements, shall be priced in accordance with the contractor's OEM catalog prices, less a percentage to be included on the original bid proposal form.

External purchased products, shall be priced at actual cost paid, plus a markup to be included.

3.14 CONTRACTOR'S PERSONNEL:

- A. The contractor agrees to use properly trained, appropriately licensed personnel directly employed and supervised by the contractor and that the personnel will have adequate experience and possess adequate skills, and licenses in the maintenance of elevator and/or escalator and related equipment similar to that in the County named buildings. All employees must possess a current employee photo identification card, issued by the contractor, with logo or name of the contractor, office address, and State Contractor license number of the contractor, State of Florida Elevator Technician certificate number of employee (as appropriate) physical description of employee, date of birth and position with the firm.
- B. Regularly assigned maintenance mechanics shall have not less than three (3) years installation and maintenance experience as an elevator and/or escalator mechanic, and shall possess license or certificate as required in paragraph 3.4 B (5).
- C. All service mechanics shall be equipped with an individually signaled paging service receiver or two-way radio or cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear at all times while on County property, photo identification issued by the contractor complete with the name and license number of the contractor, as described in 3.14 A.
- D. The contractor shall maintain and use a separate and exclusive repair crew trained in elevator, escalator and/or moving walk repair. Repairs and major clean downs shall generally be performed by repair crews, not by maintenance mechanics. All repairs and clean downs shall be scheduled through the Project Manager.
- E. The contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractors' personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment..

3.15 RECORDS MANAGEMENT:

The contractor is required to submit certain documents within this paragraph in written format. In the interest of efficiency and to minimize paperwork, the County will accept the contractor reports on electronic media in the form of data diskette (s) providing that the contractor provides the County the necessary software to read and if necessary copy the data to paper.

A. Service Receipts

The contractor shall submit monthly (with their invoice) to the Project Manager, a copy of the mechanic's service receipt indicating the date, time and nature of service performed. These service receipts shall be signed by a responsible County employee at the time the work is performed. In the event the mechanic cannot get the signature

of a responsible County employee to give credit for the extra time expended in an emergency call response and/or repairs, they will leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and so advise the project manager as soon as possible.

B. Survey Reports

The Contractor shall perform a complete survey of the equipment bi-annually to insure compliance with the contract and determine the condition of equipment.

The Contractor shall submit an annual supervisor's inspection report, to Dade County Elevator Engineer and Project Manager due at the completion of each contract year. The inspection must be performed and signed by the contractor's maintenance supervisor, or designated Company regional representative. Forms may be obtained from GSA Facilities Management Division.

C. Monthly Log

The Contractor shall provide the Project Manager with a monthly log of all repairs and minor adjustments made in addition to the preventive maintenance work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required to correct the problem. At the County's discretion, the logbook may be maintained either in the machine room or other designated area. The Service Contractor is to complete the log on each routine visit.

D. Check Chart

The contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Elevator Engineer on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Elevator Engineer. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators.

Check chart information may be stored and retained via electronic media, provided that the County is provided with the necessary software to access and retrieve data for all time periods.

E. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in ASME A17.1. Tests are to include all semi-annual, annual, and including five (5) year safety, governor and buffer tests as specified in Paragraph 3.12J. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by current edition of ASME A17.1. In the case of five (5) year safety tests, a written

Miami-Dade County**Bid No.: SS1246-3/22**

report conforming to ASME A17.1 and A17.2 reflecting results of the test shall be submitted to the Elevator Engineer following the test for County records (see attached form). For other tests, the original reports shall be mailed to the authority having jurisdiction, as required by law, and a copy of a report for each test will be left in the elevator logbook referenced in 3.14C.

F. Witnessing of Tests

The ASME A17.1 and Florida Statutes Chapter 399 by adoption of A17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector". The contractor shall provide a schedule of tests to be performed to the authority having jurisdiction, the Miami-Dade County Building Department – Elevator Section, prior to the tests being performed, so the authority may provide a witness. The contractor shall allow for two hours at each site, exclusive of actual time, after which the contractor may petition the contract administrator for additional compensation, if delayed through no fault of theirs. If the authority does not provide a witness, and the State of Florida permits the witness to be an employee of the contractor, such witness, shall be provided as part of the contract. If the witness is an employee or a sub-contractor of the contractor, the report of the test results required by the State shall be transmitted to the authority having jurisdiction, and a copy shall be given to the Elevator Engineer.

G. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Contract Administrator or authorized designee.

3.16 TOOLS:

The maintenance contractor shall provide evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. (See Bid Proposal Attachment Form #3) Contractor shall complete a list of the tools that they either on the service trucks or in their shop. Tools which they do not physically have, must be reported where they are available for mechanic's use. See attached Bid Proposal Attachment Form #3.

3.17 PARTS (SPARE):

A. The Contractor shall furnish and maintain in the building by description and quantity, as a minimum inventory of replacement parts, not less than the original manufacturer's recommended stock of parts listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's

Miami-Dade County

Bid No.: SS1246-3/22

elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-and/or Elevator Engineer and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the maintenance contractor, at which time same shall be peacefully removed from the site.

Note: The Project Manager or designated representative shall have access to the contractor's local facilities for purposes of verifying the local inventory, at any time during normal working hours.

- B. It shall be the responsibility of the elevator and/or escalator maintenance contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed.

Note: Miami-Dade County shall not be charged for replacement parts that are no longer production items or are otherwise deemed obsolete. If a component fails for which there is no available OEM replacement, due to obsolescence the contractor shall replace the entire component or assembly at their sole expense, including redesigned model assemblies. Total replacement may include, but not be limited to, hydraulic valves, controllers, door operators, generators, timers, motors, etc.

- C. The maintenance contractor at the discretion of the County shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures and bearings. The contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

In the case of Critical Elevators, the Contractor, if other than the original manufacturer, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Maintenance Service Contractor and the Manufacturer "or successors to the firm, in the event of acquisition or merger" (of the original elevator and/or escalator and/or its parts) to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer. A copy of the agreement must accompany the bid. If the original manufacturer is no longer in business, a Parts Lending Plan will be required with the component manufacturers.

- D. The equipment maintained under this contract is of the utmost importance to Miami-Dade County.

1. Facilities that are classified as "Critical" must be restored to service in the shortest possible time. If a part or component fails for which the contractor does not have an on-hand (local-stock) replacement, the contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expedient method (air-express or similar) by no later than the following working day. If a component or part is identified as requiring replace prior to failure, the contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.
2. Facilities that are classified as "Non-Critical" must be restored to service in the most reasonable possible time. Replacement parts or components needed that may not be in local stock may be shipped by the most reasonable means, (Time/value) in order to restore that elevator to service in a reasonable time. Major components identified as requiring replacement/repair prior to failure, must have an available shop to repair or replacement on-site, to restore the elevator in the most reasonable time.

Note: Some critical County facilities are provided with County-owned major component parts such as valves, motors, pumps, etc. for use only at these facilities for emergency replacement.

As these parts are used, the replaced component shall be rebuilt or otherwise replaced with identical replacement and re-stocked in the designated facility warehouse, at the expense of contractor.

3.18 LUBRICANTS:

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated. Oils and grease shall be of approved manufacture. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2.

Lubricants shall be stored in proper containers.

All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

3.19 WORKING HOURS:

- A. The mechanic shall report to the Project Manager or designated representative upon arrival and departure from the County facilities.
- B. Perform all work covered in this contract including examination, cleaning, adjustment, lubrication, repairs and replacement during regular working hours of the elevator trade. Shut downs of approximately 15 minutes to an hour are permitted in performing non-emergency inspections and repairs, and routine maintenance; except as otherwise noted, or permitted by the Project Manager.

- C. Scheduled Shut-Downs for major work, and longer than an hour in duration may be during overtime hours with additional compensation, except as otherwise may be included, between 6:00 P.M. and 7:00 A.M. weekdays, or on weekends and holidays, and requires prior approval from the Project Manager. There are some facilities, such as the Miami International Airport, where all scheduled shutdown maintenance and repairs may be performed on specific equipment after normal working hours, during non-peak hours. These items will be identified on the bid proposal forms. All scheduled work requiring shutdown of this identified equipment except emergencies and major repairs which exceed eight (8) hours, shall be performed after normal hours, on a schedule to be determined by the project manager.

Major repair work, which exceeds the normal agreed upon after hour's shift, if still on overtime, shall be compensated to the contractor as described in paragraph "F".

- D. This contract includes emergency, minor adjustments, and call-back service during regular working hours and other than regular working hours, at no additional charge. (Except where excluded on the bid form)
- E. The contractor shall provide regular and overtime call back service when requested by the Project Manager or designated representative.
- F. If the County requests the contractor to perform overtime repairs which otherwise covered in the contract, the current established regular time rate shall be absorbed by the contractor. The County will compensate for overtime hours at the current established overtime rate less the regular rate. (Except where provided for on the bid form)
- G. If the County requests the performance of regular or overtime call-back service to make adjustment or repair work for which the contract does not provide, the contractor will be compensated for the time required to perform the work plus travel time at the current established regular or overtime rate.
- H. The established charge per hour for regular and overtime labor for mechanics and helpers shall be as stipulated by the Contractor in the space provided on the Proposal Form.

3.20 EQUIPMENT TO BE MAINTAINED:

The elevator and/or equipment to be serviced under this maintenance contract are as indicated on Bid Proposal Form.

3.21 ADDITIONS AND DELETIONS:

It is intended that during the term of the contract additional units may be added at a price derived from like units bid. In the same manner, units may be deleted from the contract during the contract period.

3.22 MEASUREMENT OF PERFORMANCE:**Availability**

Each individual elevator/escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:

- A. Availability of not less than 98% for each escalator, and 99% for each elevator. Availability is calculated on the monthly basis.
- B. Availability (A) is defined, as the period of normal operational time the elevator is available for use over a time period.

$$A = \frac{MTBF}{MTBF + MTTR} \text{ (hours)}$$

$$MTBF = \frac{T}{F} \text{ (hours)}$$

- 1. Mean Time Between Failures (MTBF) is defined as:

$$MTBF = \frac{T}{F} \text{ (hours)}$$

T = Actual Operating Time (hours)
F = Number of Failures in actual operating time

Mean Time to Repair (MTTR) is defined as the average time required restoring elevator or escalator to service after failure occurs.

- 2. Availability shall be determined exclusively of shutdowns due to vandalism, overloading, activation of safety devices by external cause, routine maintenance shutdown and clean downs. Shutdown for major repair shall be included in availability calculations.
 - a. On all Transit locations a digital timer shall be installed on each escalator, and moving walk, to measure total elapsed running time, and shall not measure if the stop switch or a safety switch is activated. The number of actual operating hours shall be determined by measuring the actual versus available hours. The normal non-operating hours of transit will be excluded. The timers shall be installed by no later than the end of the first term of contract. At all other locations the County will permit connection to a contractor managed, web based database of equipment performance records, in lieu of timers.
 - b. Elevators will be equipped with a digital timer connected to measure total elapsed running time, and shall not measure if the stop switch or a safety switch is activated to measure the total actual operating hours versus total available hours, not including transit non-operating hours. Each elevator shall also be equipped with a trip counter, indicating the total number of contactor starts elapsed. The timers and trip meters shall be installed by no later than the first five year cycle.

- c. Transit shall establish in writing at the beginning of each year, the normal operating schedule for the year. Changes in schedule as may occur from time to time, will be noticed to the contractor in writing.
3. A reading will be taken at the beginning of each month, by the mechanic performing routine maintenance, and shall be verified at random by MDTA project manager or their designee. The elapsed time shall be recorded at each call back or repair, on the mechanic's time ticket.
4. A target of MTBF improvement shall be no less than 1% per year, over the life of the contract. A deduction for liquidated damages shall be levied in accordance with paragraph 3.9 "Contract Enforcement" for failure to achieve this modest goal.

3.23 YEAR 2000 COMPLIANCE/COMPATIBILITY:

A. YEAR 2000 COMPATIBILITY: FOR MAINTENANCE CONTRACTS

The bidder shall assume the responsibility for repairing, correcting or replacing any elevator, escalator, or moving walk component or software which may be affected by the so called "year 2000 software problem" whether caused by an imbedded chip, C.P.U., or software instruction. The system shall be made fully functional before and after year 2000 as defined in the "IEEE Draft Standard P2000.1, A Year 2000 Terminology". This work shall be included in any contract resulting from this bid solicitation, at no additional cost to the County.

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
December 27, 2002

INVITATION TO BID
SECTION 4.0
BID PROPOSAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM
JAS Bids & Contracts Division

Date Issued: 12/13/02

This Bid Proposal Consists of
Pages 65 through 102

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Proposal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Proposal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Proposal Requirement.


**ELEVATOR MAINTENANCE SERVICES FOR MONTGOMERY AND ARMOR
EQUIPMENT FOR A ONE (1) YEAR PERIOD WITH COUNTY OPTION TO
RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 295-70	
SR. PROCUREMENT AGENT JOSE A. SANCHEZ, CPPB	

FIRM NAME: _____



RETURN THREE COPIES OF BID PROPOSAL PAGES ONLY

**FAILURE TO SIGN PAGE 102 OF SECTION 4.0, BID PROPOSAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

Miami-Dade County

Bid No.: SS1246 3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP NO. 1: AVIATION DEPARTMENT				
Miami International Airport				
4331 NW 22nd Street (P.O. Box 592075)				
Miami, Florida 33122 (33159)				
Contact: Bob Kemmink (305) 876-7477				
ITEM NO. 1.1: STANDARD ESCALATORS				
Fifty-eight (58) Montgomery Kone Standard Escalators Critical;				
Frequency: Weekly				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Concourse "A"	CE 77277	8202	
2.	Concourse "A"	CE 77278	8203	
3.	Concourse "A"	CE 77279	8204	
4.	Concourse "A"	CE 77280	8205	
5.	Concourse "A"	CE 77281	8206	
6.	Concourse "A"	CE 77282	8207	
7.	Concourse "A"	CE 77283	8208	
8.	Concourse "A"	CE 77284	8209	
9.	Concourse "A"	CE 77285	8210	
10.	Concourse "A"	CE 77286	8211	
11.	Concourse "A"	CE 77287	8212	
12.	Concourse "A"	CE 77288	8213	
13.	Concourse "A"	CE 77289	8214	
14.	Concourse "A"	CE 77290	8215	
15.	Concourse "A"	CE 77291	8216	Suspended
16.	Concourse "A"	CE 77292	8217	Suspended
17.	Terminal B - Lobby	CE 28974	1576	
18.	Terminal B - Lobby	CE 28975	1577	
19.	Terminal B - Lobby	CE 28976	1578	
20.	Terminal B - Lobby	CE 28977	1579	
21.	C to D Wrap	CE 69641	8255	
22.	C to D Wrap	CE 69642	8256	
23.	C to D Wrap	CE 69645	8253	
24.	C to D Wrap	CE 69646	8254	
25.	C to D Wrap	CE 69647	8251	
26.	C to D Wrap	CE 69648	8252	
27.	Concourse D-Gate D-3	CE 53419	6477	Suspended
28.	Concourse D-Check Point	CE 53577	6640	

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.1: STANDARD ESCALATORS (cont'd)				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
29.	Concourse D-Check Point	CE53420	7167	Suspended
30.	Concourse D-Check Point	CE53421	7168	Suspended
31.	Concourse D-Check Point	CE 53422	7169	
32.	Concourse D-Check Point	CE 53423	7170	
33.	Concourse E-Gate E-5	CE 53576	6639	
34.	Concourse E-Gate E-6	CE 47225	5865	
35.	Concourse E-Gate E6-7	CE 47221	5866	
36.	Concourse E-Gate E-8	CE 47224	5864	
37.	Concourse E-Gate E-9	CE 47223	5862	
38.	Concourse E-Gate E-11	CE 47222	5863	
39.	Concourse F Gate F-3	CE 62316	7517	
40.	Concourse F Gate E-3	CE 62317	7518	
41.	Concourse F Gate F-5	CE 62318	7514	
42.	Concourse F Gate F-7	CE 62319	7515	
43.	Concourse F Gate F-9	CE 62320	7516	
44.	Satellite-South Lounge	CE 37153	1589	
45.	Satellite-South Lounge	CE 37154	1588	
46.	Satellite-North Lounge	CE 37155	1590	
47.	Satellite-North Lounge	CE 37156	1591	
48.	Terminal North	CE 86695	9340	
49.	Terminal North	CE 86696	9341	
50.	Terminal North	CE 86697	9342	
51.	Terminal North	CE 86698	9343	
52.	Terminal North	CE 86699	9344	
53.	Terminal North	CE 86700	9345	
54.	Terminal North	CE 87924	9367	
55.	Terminal North	CE 87925	9368	
56.	Terminal North	CE 87926	9369	
57.	Terminal North	CE 87927	9370	
58.	Terminal North	CE 87928	9371	

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 = \$ _____/Year

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 1.1: STANDARD ESCALATORS (cont'd)

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$_____/Month

ITEM NO. 1.2: GLASS ESCALATORS

Thirty-three (33) Montgomery Kone Glass Escalators Critical, Frequency:
Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Concourse B-Gate B-5	CE 48415	5724	
2.	Concourse B-Gate B-7	CE 48416	5725	
3.	Concourse B-Gate B-10	CE 48418	5727	
4.	Concourse B-Gate B-12	CE 48417	5726	
5.	Concourse B. Bus Station.	CE 52530	6493	Suspended
6.	Concourse B. Bus Station	CE 52348	6496	Suspended
7.	Concourse B. Bus Station	CE 52349	6495	Suspended
8.	Concourse B. Bus Station	CE 52351	6494	Suspended
9.	Concourse D-Gate D-6	CE 59105	7173	
10.	Concourse D-Gate D-7	CE 62524	7471	
11.	Concourse D-Gate D-7	CE 62525	7172	
12.	Concourse D-Gate D-10	CE 59104	7174	
13.	Concourse D-Gate D-14	CE 49500	5883	
14.	Concourse D-Gate D-14	CE 49491	5884	
15.	Concourse D-Gate D-14	CE 49492	5885	
16.	Concourse D-Gate D-14	CE 49499	5886	
17.	Concourse D-Gate D-14	CE 49495	5877	Suspended
18.	Concourse D-Gate D-14	CE 49496	5878	Suspended
19.	Concourse D-Gate D-16	CE 49498	5881	
20.	Concourse D-Gate D-16	CE 49497	5882	
21.	Concourse D-Gate D-19	CE 49493	5875	Suspended
22.	Concourse D-Gate D-20	CE 49494	5876	Suspended
23.	Concourse F-Gate F-10	CE 51498	6533	
24.	Concourse F-Gate F-10	CE 56899	6536	
25.	Concourse F-Gate F-11	CE 51497	6534	
26.	Concourse F-Gate F-12	CE 56900	6537	

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 1.2: GLASS ESCALATORS (cont'd)

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>
27.	Concourse F-Gate F-16	CE 56898	6535
28.	Concourse F-Gate F-19	CE 51495	6539
29.	Concourse F-Gate F-20	CE 56901	6538
30.	Concourse F-Gate F-23	CE 51496	6540
31.	Term ext "NORTH"	CE 59616	7755
32.	Term ext "NORTH"	CE 59617	7756
33.	C to D WRAP	CE 69640	8257

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 = \$ _____/Year

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$ _____/Month

ITEM NO. 1.3: HYDRAULIC PASSENGER ELEVATORS

Seventy-three (73) Montgomery Kone Hydraulic Passenger Elevators
 Critical; Frequency: Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Concourse A	CP 77295	8190
2.	Concourse A	CP 77296	8194
3.	Concourse A	CP 77297	8198
4.	Concourse A	CP 77298	8199
5.	Concourse A	CP 77299	8192
6.	Concourse A	CP 77300	8191
7.	Concourse A	CP 77301	8193
8.	Concourse A	CP 77302	8195
9.	Concourse A	CP 77303	8196
10.	Concourse A	CP 77304	8200
11.	Concourse A	CP 77305	8201
12.	Concourse A	CP 87930	9351

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.3: HYDRAULIC PASSENGER ELEVATORS (cont'd)				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
13.	Concourse A	CP 87931	9352	
14.	Concourse A	CP 87932	9353	
15.	Concourse A	CP 87933	9354	
16.	Concourse A	CP 87934	9355	
17.	Concourse A	CP 87935	9356	
18.	Concourse A	CP 87936	9357	
19.	Concourse B-Gate B-3	CP 59618	7376	
20.	Concourse B-Gate B-3	CP 48419	5719	
21.	Concourse B-Gate B-7	CP 48420	5720	
22.	Concourse B-Gate B-10	CP 48422	5722	
23.	Concourse B-Gate B-12	CP 48421	5721	
24.	Concourse B-Center	CP 48423	5723	
25.	Terminal B Offices	CP 52363	6482	Suspended
26.	Terminal B Offices	CP 52360	6483	Suspended
27.	Terminal B Offices	CP 52361	6484	Suspended
28.	Terminal B Service	CP 52362	6485	Suspended
29.	Terminal B-FIS	CP 52535	6491	
30.	Terminal B-FIS	CP 52355	6492	
31.	Terminal B Skyride	CP 52356	6487	
32.	Terminal B Skyride	CP 52357	6488	
33.	Terminal B Skyride	CP 52358	6489	
34.	Terminal B Skyride	CP 52359	6490	
35.	C to D Wrap	CP 69651	8262	
36.	C to D Wrap	CP 69652	8261	
37.	C to D Wrap	CP 69653	8260	
38.	C to D Wrap	CP 69654	8259	
39.	C to D Wrap	CP 69655	8258	
40.	Concourse D-Gate D-3	CP 59108	7164	
41.	Concourse D-Gate D-8	CP 59107	7165	
42.	Concourse D-Gate D-10	CP 49508	5867	
43.	Concourse D-Gate D-11	CP 49507	5868	
44.	Concourse D-Gate D-12	CP 59106	7166	
45.	Concourse D-Gate D-14	CP 49502	5874	
46.	Concourse D-Gate D-15	CP 49505	5869	Suspended
47.	Concourse D-Gate D-16	CP 49506	5873	Suspended
48.	Concourse D-Gate D-17	CP 49503	5870	Suspended
49.	Concourse D-Gate D-19	CP 49501	5871	Suspended

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.3: HYDRAULIC PASSENGER ELEVATORS (cont'd)				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
50.	Concourse D-Gate D-20	CP 49504	5872	Suspended
51.	Concourse E-Gate E-2	CP 53579	6641	
52.	Concourse E-Gate E-5	CP 53578	6642	
53.	Concourse E-Gate E-6	CP 47231	5860	
54.	Concourse E-Gate E-7	CP 47230	5856	
55.	Concourse E-Gate E-8	CP 47229	5859	
56.	Concourse E-Gate E-9	CP 47227	5857	
57.	Concourse E-Gate E-9	CP 47228	5861	
58.	Concourse E-Gate E-11	CP 47226	5858	
59.	Concourse F-Gate F-10	CP 51502	6908	
60.	Concourse F-Gate F-11	CP 51504	6541	
61.	Concourse F-Gate F-11	CP 51505	1419	
62.	Concourse F-Gate F-15	CP 51501	6444	
63.	Concourse F-Gate F-	CP 51499	6542	
64.	Concourse F-Gate F-19	CP 51500	6543	
65.	Concourse F-Gate F-20	CP 51503	6909	
66.	F to G Wrap	CP 56223	7596	
67.	F to G Wrap	CP 56224	7597	
68.	F to G Wrap	CP 56225	7598	
69.	F to G Wrap	CP 56226	7599	
70.	F to G Wrap	CP 52627	7600	
71.	Building #60. FFRT.	CPS 86512	1215	
72.	Opa Locka	CP 57188	6683	
73.	Hotel Roof Top	CP 63459	7348	

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 = \$ _____/Year

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$ _____/Month

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.4: TRACTION PASSENGER ELEVATORS				
Nineteen (19) Montgomery Kone Traction Passenger Elevators Critical; Frequency: Weekly				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Terminal B	CT 28979	1573	
2.	Terminal C	CT 28980	1574	
3.	Concourse B-Gate B-2	CT 52352	6481	
4.	Terminal B-FIS	CT 52353	6486	
5.	Concourse A	CT 77293	8189	
6.	Concourse A	CT 77294	8187	
7.	C to D Wrap	CT 69650	8263	
8.	C to D Wrap	CT 69649	8183	
9.	Park 7	CT 82274	8863	
10.	Park 7	CT 82275	8864	
11.	Park 7	CT 82276	8865	
12.	Park 7	CT 82277	8866	
13.	Park 7	CT82277B	8867	
14.	Park 7	CT 82279	8868	
15.	Terminal North Frt.	CT 86706	9223	
16.	Terminal North	CT 86707	9220	
17.	Terminal North	CT 86708	9221	
18.	Terminal North	CT86709	9222	
19.	Concourse A	CT87929	9350	

- A. Labor Component of the Price: \$_____/Month
 B. Materials Component of the Price: \$_____/Month
 C. Total for Labor & Materials: \$_____/Month X 12 = \$_____/Year

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$_____/Month

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.5: MOVING WALKS				
Sixty-seven (67) Montgomery Kone Moving Walks Critical; Frequency: Weekly				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Concourse A	CW 74227	8222	
2.	Concourse A	CW 74228	8223	
3.	Concourse A	CW 74229	8224	
4.	Concourse A	CW 74320	8225	
5.	Concourse A	CW 74231	8226	
6.	Concourse A	CW 74232	8227	
7.	Concourse A	CW 74233	8228	
8.	Concourse A	CW 74234	8229	
9.	Concourse A	CW 74235	8230	
10.	Concourse A	CW 74236	8231	
11.	Concourse A	CW 74237	8232	
12.	Concourse A	CW-74251	9363	
13.	Concourse A	CW-74252	9364	
14.	Concourse A	CW-74253	9365	
15.	Concourse A	CW-74254	9366	
16.	Concourse A	CW-74255	9359	
17.	Concourse A	CW-74256	9360	
18.	Concourse A	CW-74257	9361	
19.	Concourse A	CW-74258	9362	
20.	Concourse B	CW-58592	6769	
21.	Concourse B	CW 58593	6770	
22.	Concourse A	CW 74238	8233	
23.	Terminal C Skyride	CW 58595	6772	
24.	Terminal C Skyride	CW 58596	6773	
25.	Terminal C Skyride	CW 58597	6774	
26.	C to D Wrap	CW 69634	8245	
27.	C to D Wrap	CW 69635	8247	
28.	C to D Wrap	CW 69636	8249	
29.	C to D Wrap	CW 69637	8246	
30.	C to D Wrap	CW 69638	8248	
31.	C to D Wrap	CW 69639	8250	
32.	Concourse D-Gate D-5	CW 60263	7175	
33.	Concourse D-Gate D-5	CW 60264	7176	
34.	Concourse D-Gate D-5	CW 60265	7177	

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 1.5: MOVING WALKS				
	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
35.	Concourse D-Gate D-5	CW 60266	7178	
36.	Concourse D-Gate D-7	CW 60267	7179	
37.	Concourse D-Gate D-7	CW 60268	7180	
38.	Concourse D-Gate D-7	CW 60269	7181	
39.	Concourse D-Gate D-7	CW 60270	7182	
40.	Concourse D-Gate D-9	CW 60271	7183	
41.	Concourse D-Gate D-9	CW 60272	7184	
42.	Concourse D-Gate D-9	CW 60273	7185	
43.	Concourse D-Gate D-9	CW 60274	7186	
44.	Terminal D Skyride	CW 58600	6775	
45.	Terminal D Skyride	CW 58601	6776	
46.	Concourse E 3rd Floor	CW 53575	6389	
47.	Skyride at Terminal C	CW 58594	6771	
48.	Terminal F Skyride	CW 58602	6777	
49.	Terminal F Skyride	CW 58603	6778	
50.	Terminal F Skyride	CW 58598	6779	
51.	Concourse F-Gate F	CW 63674	7313	
52.	Concourse F-Gate F	CW 63675	7314	
53.	Terminal G Skyride	CW 58599	6780	
54.	Terminal G Skyride	CW 58604	6781	
55.	Terminal G Skyride	CW 58605	6782	
56.	Terminal H Skyride	CW 58606	6783	
57.	Terminal H Skyride	CW 58607	678	
58.	Concourse H	CW74239	8707	
59.	Concourse H	CW74240	8708	
60.	Concourse H	CW74241	8709	
61.	Concourse H	CW74242	8710	
62.	Park 7	CW 82270	8869	
63.	Park 8	CW 82271	8870	
64.	Park 9	CW 82273	8871	
65.	Park 10	CW 82273	8872	
66.	Terminal North	CW86703	9225	
67.	Terminal North	CW86704	9226	

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 1.5: MOVING WALKS (cont'd)

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 = \$ _____/Year

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$ _____/Month

ITEM NO. 1.6: MOVING RAMPS

Nine (9) Montgomery Kone Moving Ramps Critical; Frequency: Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>
1.	F Connector	CW 60276	7505
2.	F Connector	CW 60277	7506
3.	F Connector	CW 60278	7507
4.	F Connector	CW 60279	7508
5.	F Connector	CW 60280	7509
6.	E to F Bridge	CW 60281	7510
7.	E to F Bridge	CW 60282	7511
8.	D to E Bridge	CW 60283	7512
9.	D to E Bridge	CW 60284	7513

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 = \$ _____/Year

Overtime Preventive Maintenance & Repair. In addition to the above total cost only for overtime-preventive maintenance and repairs requiring more than two (2) hours unit down time.

Price: \$ _____/Month

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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INTERIM MAINTENANCE:

The following category of service, also known as caretaker service, is to provide for the interim maintenance, care and minimal operation of equipment, which is completed, but not put into operation by owner or certified by Building and Zoning. This category of work will also include existing equipment, which is no longer needed in operation for a protracted period of time, but will be restored to operation when needed. The Interim Maintenance shall include the same provisions as for full maintenance provided for in the bid specification except for call-backs, and with the understanding that covered units shall not be put into operation by the owner. It is also understood that the equipment during this period is within the full control of the contractor for starting, running, scheduling routine maintenance, tests etc. The contractor shall be fully responsible for the equipment including deterioration due to lack of use. Units may be added and deleted from this category during the contract at the following quoted rates.

Item 1.1 Interim Maintenance for Standard Escalators, each \$_____/Month

Item 1.2 Interim Maintenance for Glass Escalators, each \$_____/Month

Item 1.3 Interim Maintenance for Hydraulic Passenger Elevators, each \$_____/Month

Item 1.4 Interim Maintenance for Traction Passenger Elevators, each \$_____/Month

Item 1.5 Interim Maintenance for Moving Walks, each \$_____/Month

Item 1.6 Interim Maintenance for Moving Ramps, each \$_____/Month

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP NO. 2:		MIAMI-DADE HOUSING AGENCY		
		CONTACT: DOROTHY HADLEY (305) 644-5345		
ITEM NO. 2.1		HALEY SOFGE TOWER "A"		
		800 N.W. 13TH. AVENUE		
		CONTACT: ARTURO VELAZQUEZ 305/644-5360		
Critical Frequency: Weekly		Two (2) Montgomery Traction Elevators; 2,000 & 2,500 LBS. @ 250 FPM 13 Stops/Openings, DC #6962-63; Mfg. ID #CT-29308-09.		
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 2.2		HALEY SOFGE TOWER "B"		
		750 N.W. 13th Avenue		
Critical Frequency: Bi-Weekly		Two (2) Montgomery Traction Elevators; 2,000 & 2,500 lbs. @ 250 FPM, 12 Stops/Openings, DC 6960-01; Mfg. ID #CT-29306-07.		
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 2.3:		PETERS PLAZA		
		191 N.E. 75th Street		
		CONTACT: SHEILA DAWKINS 305/795-1527		
Critical 125 Frequency: Monthly		Two (2) Montgomery Kone Hydraulic Passenger Elevators; 2,500 lbs. @ FPM, 6 Stops/Openings, DC 6990-91, Mfg. ID # CPS-80618-19.		
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 2.4:		HIGHLAND PARK (HELEN SAWYER PLAZA) 1150 N.W. 11th STREET (HUD #5-57) CONTACT: CONCHI BRETOS 305/ 547-4984		
Critical		Two (2) Armor Traction Electric Passenger Elevators, 2,000 & 2,500 lbs.		
Frequency:		@ 200 FPM, 8 Stops/Openings, DC 7011-12; Mfg. ID #132420-AD1-2.		
Bi-Weekly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 2.5:		THREE ROUND TOWER HUD #5-62 2920 N.W. 18th AVENUE CONTACT: SANDRA CANON 305/638-6088		
Critical		Six (6) Armor Traction Electric Passenger Elevators, 2,000 & 2,500 lbs.		
Frequency:		@ 200 FPM in each Tower A and C 12 Stops/Openings, DC 7017-7022;		
Bi-Weekly		Mfg. ID #80146-01A thru F.		
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 2.6:		JACK ORR PLAZA 455 N.W. 5th STREET (HUD #5-41) CONTACT: SKATHRYN HEPBURN 305/374-5754		
Critical		Two (2) Armor Traction Electric Passenger Elevators, 2,000 & 2,500 lbs.		
Frequency:		@ 200 FPM, 12 Stops/Openings DC 6996-67, Mfg. ID#13-2223A-B.		
Bi-Weekly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 2.7:		PALM TOWERS 950 N.W. 95TH STREET CONTACT: BRENDA WRIGHT 305/836-4252		
Critical FPM,		Two (2) Armor Traction Passenger Elevators, 2,000 & 2,500 lbs @ 350		
Frequency:		1 Stop/Openings 2000 lbs. @ 350 FPM, DC 0949 & 50, Mfg. ID E5528		
Bi-Weekly		ADI-AD2.		
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP NO. 3: GSA/FACILITIES & UTILITIES MANAGEMENT DIVISION CONTACT: ANDRISSA BRYANT 305/354-8787				
ITEM NO. 3.1 NORTH DADE JUSTICE CENTER 15555 N. BISCAYNE BOULEVARD				
Critical		Three (3) Montgomery Hydraulic Passenger Elevators, 2,500 lbs @ 125 FPM,		
Frequency		2 Stops/Openings, DC 6873-6875, Mfg. ID CP-56977-79.		
Monthly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 3.2: NORTH DADE JUSTICE CENTER				
Critical		One (1) Montgomery Escalator 40" @ 90 FPM DC 6876.		
Frequency:				
Weekly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 3.3: LOCATION: HICKMAN BUILDING 275 NW 2nd AVENUE CONTACT: Elizabeth Timpson 305/375-1072				
Critical		One (1) Montgomery Hydraulic Service Elevator, 2,500 lbs @ 125 FPM		
Frequency:		6 stops/openings, FL 41462, Mfg. ID CP-40530.		
Monthly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ITEM NO. 3.4: HICKMAN BUILDING				
Critical		Two (2) Montgomery Hydraulic Passenger Elevator, 2,500 lbs @ 125 FPM,		
Frequency:		6 stops/openings, FL 41460-61 Mfg. ID CP-40531-32.		
Monthly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		
ITEM NO. 3.5: JOSEPH CALEB CENTER				
		5400 N.W. 22ND AVENUE		
		CONTACT: JOHN DAVIS (305) 636-2250		
Critical		Two (2) Armor Traction Passenger Elevators, 2,500 lbs @ 350 FPM,		
Frequency:		7 stops/openings, DC-1997-98, Mfg. ID #132423 AD1-1-AD2-2.		
Bi-Weekly				
A. Labor Component of the Price:		\$ _____/Month		
B. Materials Component of the Price:		\$ _____/Month		
C. Total for Labor & Materials:		\$ _____/Month X 12 =\$ _____/Year		

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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GROUP NO. 4: MIAMI-DADE TRANSIT AGENCY
CONTACT: ADRIAN JONES (305) 884-7502

ITEM NO. 4.1 NORTHEAST METRO-BUS MAINTENANCE FACILITY
360 N.E. 185th. STREET

Critical One (1) Montgomery Hydraulic Passenger Elevator, 3,000 lbs @ 100 FPM,
Frequency: 2 stops/openings, DC 6143, Mfg. ID CP-52419.
Monthly

A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 4.2 NORTHEAST METRO BUS

Critical One (1) Montgomery Elevator, 10,000 lbs @ 50 FPM, 2 stops/openings,
Frequency: DC-6144, Mfg. ID CP-52420.
Monthly

A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 4.3: STANDARD OUTSIDE ESCALATORS

Critical Fourteen (14) Montgomery Outside Escalators.
Frequency:
Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Freedom Tower	CE 71652	7898	
2.	Park West	CE 71653	8000	
3.	11th Street	CE 71654	8002	
4.	Bicentennial Park	CE 71654	8004	Suspended
5.	Omni	CE 71656	8006	
6.	Omni	CE 71657	8007	
7.	Omni	CE 71658	8008	
8.	School Board	CE 71659	8010	

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 4.3: STANDARD OUTSIDE ESCALATORS (cont'd)

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>
9.	8th Street	CE 71398	7992
10.	10th Street	CE 71399	7990
11.	Brickell	CE 71400	7988
12.	Financial	CE 71401	7985
13.	Dadeland	CE 81883	8391
14.	Dadeland	CE 81844	8392

- A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 4.4: TRACTION ELEVATORS

Critical Four (4) Montgomery Traction Elevators.
Frequency:
Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Riverwalk	CT 71402	7995
2.	Riverwalk	CT 71403	7996
3.	5th Street	CT 71404	7993
4.	5th Street	CT 71405	7994

- A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 4.5: HYDRAULIC ELEVATORS

Critical Eleven (11) Montgomery Hydraulic Elevators.
Frequency:
Weekly

	<u>LOCATION</u>	<u>MFG. #</u>	<u>DC #</u>	
1.	Bicentennial	CP 71663	8003	Suspended
2.	Omni	CP 71664	8005	
3.	School Board	CP 71665	8009	
4.	Freedom Tower	CP 71660	7997	
5.	Park West	CP 71661	7999	
6.	11th Street	CP 71662	8001	
7.	8th Street	CP 71406	7991	
8.	10th Street	CP 71407	7989	
9.	Brickell	CP 71408	7986	
10.	Brickell	CP 71409	7987	
11.	Financial	CP 71410	7984	

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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GROUP NO. 5: SEAPORT
CONTACT: PAUL HINCHEY 305)/371-7678

ITEM NO. 5.1 MONTGOMENRY ESCALATORS

Critical Eight (8) Montgomery Escalators
Frequency:
Weekly

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 1	ESC-1 45979	5231	
2.	Terminal 2	ESC-1 45983	5232	
3.	Terminal 3	ESC-1 97342	5233	
4.	Terminal 4	ESC-1 97344	5234	
5.	Terminal 5	ESC-1 97343	5235	
6.	Terminal 9	ESC-1 53766	6050	
7.	Terminal 10	ESC-1 56092	6329	
8.	Terminal 12	ESC-1 61018	7129	

A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 5.2: MONTGOMERY GLASS ESCALATORS

Critical Ten (10) Montgomery Glass Escalators
Frequency:
Weekly

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 9 (Bridge)	ESC-1E	65549	7390
2.	Terminal 9 (Bridge)	ESC-2W	65548	7391
3.	Terminal 5	ESC-2E	97327	9374
4.	Terminal 5	ESC-3E	97328	9375
5.	Terminal 4	ESC-3W	97329	9372
6.	Terminal 4	ESC-2W	97330	9376
7.	Terminal 4	ESC-2E	97331	9517

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

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ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 5.2: MONTGOMERY GLASS ESCALATORS (cont'd)

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
8.	Terminal 4	ESC-3E	97332	9518
9.	Terminal 3	ESC-3W	97333	9519
10.	Terminal 3	ESC-2W	97334	9520

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 5.3: TRACTION ELEVATORS

Critical Eight (8) Traction Elevators; 6 stops/opening; 3,000 lbs @ 350 FPM
 Frequency:
 Weekly

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	1050	EL-1R	66818	7551
2.	1050	EL-2C	66819	7552
3.	1050	EL-3L	66820	7553
4.	1050	EL-4F	66891	7554
5.	1080	EL-1L	79390	8095
6.	1080	EL-2C	79391	8096
7.	1080	EL-3R	79392	8097
8.	1080	EL-4F	79393	8098

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

MIAMI-DADE COUNTY

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**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 5.4: HYDRAULIC PASSENGER ELEVATORS

Critical Frequency: Monthly
Four (4) Montgomery Kone Hydraulic Passenger Elevators 125 FPM, 2 stops/openings.

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 12	EL-1	61049	7128
2.	Terminal 10	EL-1	56093	6328
3.	Terminal 3	EL-1	97341	9524
4.	Terminal 5	EL-1	97335	9378

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 5.5: HYDRAULIC ELEVATORS

Critical Frequency: Monthly
Two (2) Hydraulic Elevators; @ 125 FPM, 4 stops/openings

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 5GA	EL-1S	95881	9183
2.	Terminal 5GA	EL-2N	95880	9184

- A. Labor Component of the Price: \$ _____/Month
 B. Materials Component of the Price: \$ _____/Month
 C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

MIAMI-DADE COUNTY

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ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ITEM NO. 5.6: HYDRAULIC PASSENGER ELEVATORS

Critical Five (5) Hydraulic Passenger Elevators; @ 125 FPM, 3 stops/openings.
Frequency:
Monthly

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 4	EL-1	97338	9521
2.	Terminal 4	EL-2E	97339	9522
3.	Terminal 3	EL-2W	97340	9523
4.	Terminal 5	EL-2E	97336	9377
5.	Terminal 4	EL-2W	97337	9373

A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

ITEM NO. 5.7: HYDRAULIC PASSENGER ELEVATORS

Critical One (1) Montgomery Hydraulic Passenger Elevator; 3,500 Lbs. @ 80
FPM,
Frequency: 2 stops/openings.
Monthly

	<u>LOCATION</u>	<u>PORT ID#</u>	<u>MFG. #</u>	<u>DC #</u>
1.	Terminal 9	EL-5	65560	7389

A. Labor Component of the Price: \$ _____/Month
B. Materials Component of the Price: \$ _____/Month
C. Total for Labor & Materials: \$ _____/Month X 12 =\$ _____/Year

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ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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Long Term Maintenance Discount Option: the County may choose the option of a long-term contract up to a maximum of twenty (20) years for discounts offered by the Bidder. The discounts shall apply to all maintenance to all maintenance bid items, in accordance with paragraph 2.5a of the specifications as follows:

Term of Contract

Discount Offered

Five (5) year term _____ %

Ten (10) year term _____ %

Fifteen (15) year term _____ %

Twenty (20) year term _____ %

MIAMI-DADE COUNTY

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ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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GROUP VI: ADDITIONAL CHARGES FOR EMERGENCY SERVICE AT EACH OF THE ABOVE LOCATIONS

Note: Rate of labor to be paid by the County for emergency services in accordance with Paragraph 3.13 and 3.19 of the specifications as follows:

ELEVATOR MECHANIC'S HELPER STAND-BY MINOR REPAIR MAJOR REPAIR

6.1	During Regular working hours:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.2	During other than regular working hours and Saturdays	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.3	During Sundays and Holidays:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr

ELEVATOR MECHANIC STAND-BY MINOR REPAIR MAJOR REPAIR

6.4	During Regular working hours:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.5	During other than regular working hours and Saturdays	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.6	During Sundays and Holidays:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr

ELEVATOR MECHANIC STAND-BY MINOR REPAIR MAJOR REPAIR

6.7	During Regular working hours:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.8	During other than regular working hours and Saturdays	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr
6.9	During Sundays and Holidays:	\$ _____/Hr.	\$ _____/Hr.	\$ _____/Hr

The Contractor will be obligated to perform work at the rates above specified, but the County will not be obligated to obtain emergency service from the Contractor if it does not desire to do so.

FOR DEFINITION OF MINOR/MAJOR WORK SEE PARAGRAPH 3.1 MINOR WORK SHALL BE CONSIDERED AS THAT WHICH CAN BE PERFORMED BY ONE (1) PERSON, I.E. CALL BACK OR OTHER WORK AS RECOGNIZED BY INDUSTRY STANDARDS AS MINOR.

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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Parts and purchased goods used as a part of open order work (not including firm quotations) described in paragraph 3.13 A & B shall be priced in accordance with the following:
Original equipment manufactured parts, or authorized replacements, shall be priced in accordance with the contractor's OEM catalog prices, less this percentage: _____.

Externally purchased products, shall be priced at actual cost paid, plus the following markup to be included: _____.

**(NOTE: THIS SECTION:
APPLIES TO ALL GROUPS
AND MAINTENANCE BID
ITEMS)**

The monthly paid price stipulated in all Bids Items shall be divided into labor factor and materials factor costs, which shall be adjusted as specified in Paragraph 3.5 of the Bid Specifications

Labor components will be based upon the following:

Straight time hourly labor cost paid to mechanics applicable to this contract is \$_____ of which
\$_____ constitutes the cost of fringe
benefits, effective date is:

_____.

Material components will be based upon the following:

Producers Price Index, Commodity Cote 10; Metals and
Metal products: _____.

Please state month and year to which the CPI is applicable

_____.

MIAMI-DADE COUNTY

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**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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PRE-MAINTENANCE PROPOSAL:

- A. Bidder to state the repairs (if any) and proposed cost of; that are required immediately to provide safe and proper operation of the equipment to be maintained:

SUGGESTED UPGRADES:

- B. Bidder to state suggested upgrading to comply with the Present Day Code or Manufacturer's recommendations:

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 1

Date: ____/____/____
Month Day Year

CERTIFICATE #: _____

CERTIFICATE OF COMPETENCY:

Name of Examining Board: _____

Complete address of Examining Board: _____

Name of Qualified Person: _____

Address of Qualified Person: _____

Business Phone Number of Qualified Person: _____

Expiration Date of Certificate of Competency: ____/____/____
Month Day Year

ATTACH PHOTOCOPY FOR VERIFICATION OF THE ABOVE

EXPERIENCE:

I/WE hereby certify that we have been in the business of Elevator and/or Escalator Maintenance Service (as stated in paragraphs 3.4A and 3.4B of the Bid Document and/or specifications) since:

____/____/____ and to this date ____/____/____
Month Day Year Month Day Year

have _____ year's experience.

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 2 (Sheet 1 of 4)

EMPLOYEES OF CONTRACTOR RESPONSIBLE FOR THIS CONTRACT:

Name:	Address:	Exact Title or Function in firm	Number of Years in firm	Number of years Experience in field of Elevators an/or Escalators	Certificate. Of Competency # or I.V.R.C. Journeyman #

A SEPARATE SHEET MAY BE ATTACHED FOR LISTING OF ADDITIONAL PERSONNEL

ENGINEERS REQUIRED BY 3.4(B)(1)(C) CRITICAL EQUIPMENT ONLY

Name:	Address	Degree	Number of Years in firm	Number of years experience in field of Elevators Industry	State P.E. #

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 2 (Sheet 2 of 4)

MAIN OPERATING FACILITY:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

FACILITY THAT WILL SERVICE THIS CONTRACT

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

SOURCE OF TECHNICAL INFORMATION:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

SOURCE OF MAJOR REPLACEMENT AND SPARE PARTS:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 2 (Sheet 3 of 4)

PARTS LENDING PLAN IN FORCE WITH:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

MACHINE SHOP FACILITIES:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

ELECTRIC APPARATUS REPAIR SHOP:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

NOTE: Copies of agreements with appropriate outside vendors, companies and spare lending parts may be required of the successful bidder.

STATEMENT PER GROUP SUPERVISORY CONTROL EXPERIENCE

I/WE have _____ year experience in Group Supervisor Control or solid-state microprocessor control of the same kind and with identical equipment as subject of this contract and as reference we furnish the following addresses:

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

**BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 2 (Sheet 4 of 4)

COMPANY AND/OR BUILDING NAME:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

SUPERVISOR OF ABOVE PLACE:

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE #: () _____ - _____

ELEVATOR CHARACTERISTICS OF ABOVE PLACE(S):

MIAMI-DADE COUNTY

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BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 3 (Sheet 1 of 2)

DESCRIPTION OF TOOL	ON TRUCK	IN SHOP	OTHER SOURCE	ON JOB
1. Visicorder Chart Recording Scope				
2. Machine tools capable of grooving the main driving sheave on the job site.				
3. Electric Commutator Undercutting Tool				
4. Commutator Resurfacing Tool that allows precision resurfacing of the commutator without removal from the machine room for motors and generators. These shall be specific surfacing tools for the motors and generators covered under these specifications.				
5. Rope Shortening Tools				
6. Heavy-Duty Gear and Sprocket Pullers for the specific machines covered under these specifications.				
7. Digital Volt-Ohm Meters				
8. Hydraulic Load Weighting Calibration Tool				
9. Handrail Vulcanizer				
10. Stator Core Extractors for specific machines				
11. Brake Coupling Pullers				
12. Guillotine Type Wire-Rope Cutters				

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 3 (Sheet 2 of 2)

=====		=====			
DESCRIPTION OF TOOL		ON	IN	OTHER	ON
		TRUCK	SHOP	SOURCE	JOB
=====		=====			
13.	Quick Thrust Gauge of the Chatillion Type				
14.	Door Thrust Gauge of the Chatillion Type				
15.	Brake Torque Meter Adjuster's Meter Kits				
16.	Escalator New Bearing Replacement Kits				
17.	Gear Alignment Kits				
18.	Step-pin Lifters for escalators				
19.	Contact Aligning Tools				
20.	Microcomputer Based Traffic Analyzer Delta Model #5049				
21.	Brush Spring Tensionmeters				
22.	Packing Pullers				
23.	Caliper type Micrometers				
24.	Elevator Safety Dynameter				
25.	Torque Multipliers for elevator safety tests				
26.	Hydraulic Oil Filtering Units				
27.	Escalator Chain Breakers				

Where other source is indicated state source of tool(s) on additional sheet(s).

MIAMI-DADE COUNTY

BID NO.: SS1246-3/22

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ELEVATOR MAINTENANCE SERVICES**

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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ATTACHMENT FORM # 4:

Date: ____/____/____
Month Day Year

STATEMENT:

I/WE agree to the following:

To be in contact with our personnel through pagers (beepers) and/or radio communications.

All handwritten reports shall be neat and legible.

To submit to Dade County the results of all safety tests including pressure tests, annual and full load test, and to complete and return to Dade County their standard safety test form if requested.

Signature: _____

MIAMI-DADE COUNTY

BID NO: SS1246

BID PROPOSAL FOR:
ELEVATOR MAINTENANCE SERVICES
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

REVISED 02/26/02

**BID PROPOSAL FORM****Bid Title: Elevator Maintenance Services**

By signing this Bid proposal the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

The Bidder confirms that this Bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. __/__/__-__/__/__/__/__/__

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.